

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address JAMIE LYNN GALLIAN 16222 MONTEREY LANE UNIT 376 HUNTINGTON BEACH, CA 92649 (714)321-3449 JAMIEGALLIAN@GMAIL.COM	FOR COURT USE ONLY
<input checked="" type="checkbox"/> Debtor(s) appearing without an attorney <input type="checkbox"/> Attorney for:	
<b>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION</b>	
In re: JAMIE LYNN GALLIAN	CASE NO.: 8:21-BK-11710-SC CHAPTER: 7
	<b>NOTICE OF OPPORTUNITY TO REQUEST A HEARING ON MOTION</b>  <b>[LBR 9013-1(o)]</b>
Debtor(s).	[No hearing unless requested in writing]

**TO THE U.S. TRUSTEE AND ALL PARTIES ENTITLED TO NOTICE, PLEASE TAKE NOTICE THAT:**

1. Movant(s) JAMIE LYNN GALLIAN,  
filed a motion or application (Motion) entitled NOTICE OF MOTION AND MOTION  
TO AVOID LIEN UNDER 11 U.S.C. §522(f)
2. Movant(s) is requesting that the court grant the Motion without a hearing as provided for in LBR 9013-1(o), unless a party in interest timely files and serves a written opposition to the Motion and requests a hearing.
3. The Motion is based upon the legal and factual grounds set forth in the Motion. (Check appropriate box below): ☒  
XX The full Motion is attached to this notice; or  
☐ The full Motion was filed with the court as docket entry # \_\_\_\_\_, and a detailed description of the relief sought is attached to this notice.
4. **DEADLINE FOR FILING AND SERVING OPPOSITION PAPERS AND REQUEST FOR A HEARING:** Pursuant to LBR 9013-1(o), any party who opposes the Motion may request a hearing on the Motion. The deadline to file and serve a written opposition and request for a hearing is 14 days after the date of service of this notice, plus 3 additional days if you were served by mail or pursuant to F.R.Civ.P. 5(b)(2)(D) or (F).

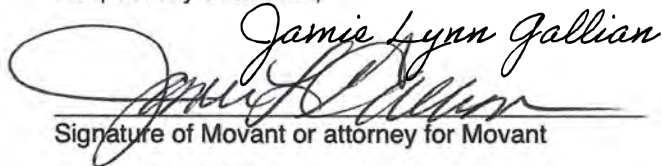
This form is optional. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

- a. If you timely file and serve a written opposition and request for a hearing, movant will file and serve a notice of hearing at least 14 days in advance of the hearing. [LBR 9013-1(o)(4)]
- b. If you fail to comply with this deadline:
- (1) Movant will file a declaration to indicate: (1) the Motion was properly served, (2) the response period elapsed, and (3) no party filed and served a written opposition and request for a hearing within 14 days after the date of service of the notice [LBR 9013-1(o)(3)];
  - (2) Movant will lodge an order that the court may use to grant the Motion; and
  - (3) The court may treat your failure as a waiver of your right to oppose the Motion and may grant the Motion without further hearing and notice. [LBR 9013-1(h)]

12/22/2022

Date: ~~12/22/2022~~

Respectfully submitted,



Signature of Movant or attorney for Movant

JAMIE LYNN GALLIAN

Printed name of Movant or attorney for Movant



## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:  
5801 SKYLAB ROAD  
HUNTINGTON BEACH, CA 92647

A true and correct copy of the foregoing document entitled: **NOTICE OF OPPORTUNITY TO REQUEST A HEARING ON MOTION [LBR 9013-1(o)]** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On 10/7/2022

I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On (date) I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) 12/22/2022 I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

HON. SCOTT C. CLARKSON  
UNITED STATES BANKRUPTCY COURT  
411 WEST FOURTH STREET  
SANTA ANA, CA 92701

MICHAEL POOLE, ESQ. MPOOLE@CAHOALAW.COM  
STANELEY FELDSOTT, ESQ. FELDSOTT@GMAIL.COM  
JANINE JASSO, ESQ. J9\_JASSO@YAHOO.COM

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

12/22/2022  
Date

ROBERT MCLELLAND  
Printed Name

Robert McLelland  
Signature

bobwentflying@yahoo.com

This form is optional. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

**ADDITIONAL SERVICE INFORMATION (If needed):**

**1. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")**

Aaron E DE Leest on behalf of Trustee Jeffrey I Golden (TR)  
adeleest@DanningGill.com, danninggill@gmail.com;adeleest@ecf.inforuptcy.com

Robert P Goe on behalf of Creditor The Huntington Beach Gables Homeowners Association  
kmurphy@goeforlaw.com, rgoe@goeforlaw.com;goeforecf@gmail.com

Robert P Goe on behalf of Plaintiff The Huntington Beach Gables Homeowners Association  
kmurphy@goeforlaw.com, rgoe@goeforlaw.com;goeforecf@gmail.com

Jeffrey I Golden (TR) lwerner@wglp.com, jig@trustesolutions.net;kadele@wglp.com

D Edward Hays on behalf of Creditor Houser Bros. Co. dba Rancho Del Rey Mobile Home Estates  
ehays@marshackhays.com,  
ehays@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com;cmendoza@marshackhays.com;cmendoza@ecf.courtdrive.com

D Edward Hays on behalf of Interested Party Courtesy NEF  
ehays@marshackhays.com,  
ehays@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com;cmendoza@marshackhays.com;cmendoza@ecf.courtdrive.com

D Edward Hays on behalf of Plaintiff Houser Bros. Co.  
ehays@marshackhays.com,  
ehays@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com;cmendoza@marshackhays.com;cmendoza@ecf.courtdrive.com

Brandon J Iskander on behalf of Creditor The Huntington Beach Gables Homeowners Association  
biskander@goeforlaw.com, kmurphy@goeforlaw.com

Brandon J Iskander on behalf of Plaintiff The Huntington Beach Gables Homeowners Association  
biskander@goeforlaw.com, kmurphy@goeforlaw.com

Eric P Israel on behalf of Trustee Jeffrey I Golden (TR)  
eisrael@DanningGill.com, danninggill@gmail.com;eisrael@ecf.inforuptcy.com

Laila Masud on behalf of Interested Party Courtesy NEF  
lmasud@marshackhays.com, lmasud@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com

Laila Masud on behalf of Plaintiff Houser Bros. Co.  
lmasud@marshackhays.com, lmasud@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com

Mark A Mellor on behalf of Defendant Randall L Nickel  
mail@mellorlawfirm.com, mellormr79158@notify.bestcase.com

Mark A Mellor on behalf of Interested Party Courtesy NEF mail@mellorlawfirm.com, mellormr79158@notify.bestcase.com

Valerie Smith on behalf of Interested Party Courtesy NEF claims@recoverycorp.com

United States Trustee (SA) ustpreion16.sa.ecf@usdoj.gov

<p>Attorney or Party Name, Address, Telephone &amp; FAX Numbers, State Bar Number &amp; Email Address</p> <p>JAMIE LYNN GALLIAN 16222 MONTEREY LANE UNIT 376 HUNTINGTON BEACH, CA 92649 (714) 321-3449 jamiegallian@gmail.com</p> <p><input checked="" type="checkbox"/> Debtor appearing without attorney <input type="checkbox"/> Attorney for Debtor</p>		<p>FOR COURT USE ONLY</p>	
<p><b>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION</b></p>			
<p>In re:</p> <p>JAMIE LYNN GALLIAN</p> <p>Debtor(s).</p>		<p>CASE NUMBER: 8:21-bk-11710-ES CHAPTER: 7</p> <p><b>DEBTOR'S NOTICE OF MOTION AND MOTION TO AVOID LIEN UNDER 11 U.S.C. § 522(f) (REAL PROPERTY)</b></p> <p>[No hearing required unless requested under LBR 9013-1(o)]</p>	
<p><b>Creditor Name:</b> The Huntington Beach Gables Homeowners Association</p>			

**TO THE CREDITOR, ATTORNEY FOR CREDITOR AND OTHER INTERESTED PARTIES:**

1. **NOTICE IS HEREBY GIVEN** that Debtor moves this court for an order, pursuant to LBR 9013-1(o) upon notice of opportunity to request a hearing (*i.e.*, without a hearing unless requested), avoiding a lien on the grounds set forth below.
2. **Deadline for Opposition Papers:**  
Pursuant to LBR 9013-1(o), any party opposing the motion may file and serve a written opposition and request a hearing on this motion. If you fail to file a written response within 14 days of the date of service of this notice of motion and motion, plus an additional 3 days unless this notice of motion and motion was served by personal delivery or posting as described in Federal Rules of Civil Procedure 5(b)(2)(A)-(B), the court may treat such failure as a waiver of your right to oppose this motion and may grant the requested relief.

*"Bankruptcy Code" and "11 U.S.C." refer to the United States Bankruptcy Code, Title 11 of the United States Code. "FRBP" refers to the Federal Rules of Bankruptcy Procedure. "LBR" and "LBRs" refer to the Local Bankruptcy Rule(s) of this court.*

This form is optional. It has been approved for use in the United States Bankruptcy Court for the Central District of California.



3. **Type of Case:**

- a. ☒ A voluntary petition under Chapter ☒ 7 ☐ 11 ☐ 12 ☐ 13 was filed on: 07/09/2021
- b. ☐ An involuntary petition under Chapter ☐ 7 ☐ 11 was filed on: \_\_\_\_\_
- ☐ An order of relief under Chapter ☐ 7 ☐ 11 was entered on: \_\_\_\_\_
- c. ☐ An order of conversion to Chapter ☐ 7 ☐ 11 ☐ 12 ☐ 13 was entered on: \_\_\_\_\_
- d. ☐ Other: \_\_\_\_\_

4. **Procedural Status:**

- a. ☒ Name of Trustee appointed (if any): JEFFREY GOLDEN
- b. ☒ Name of Attorney for Trustee (if any): Danning, Gill, Israel & Krasnoff, L.L.P.

5. Debtor claims an exemption in the subject real property under:

- a. ☒ California Code of Civil Procedure § 704.930(a) (Homestead): Exemption amount claimed on schedules: \$ 600,000.00
- b. ☐ California Code of Civil Procedure § \_\_\_\_\_ Exemption amount claimed on schedules: \$ \_\_\_\_\_
- c. ☒ Other statute (specify): Declared Homestead filed 7/9/2021 Dkt. 74; Cal. Civ. Proc. Code §§ 704.720(a)

6. Debtor's entitlement to an exemption is impaired by a judicial lien, the details of the lien are as follows:

- a. Date of entry of judgment (specify): \_\_\_\_\_
- b. Case name (specify): See Attachment A
- c. Name of court: Orange County Superior Court
- d. Docket number (specify): See Att. A
- e. Date (specify): \_\_\_\_\_ and place (specify) See Att. A of recordation of lien
- f. Recorder's instrument number (specify): See Att. A

7. The property claimed to be exempt is as follows:

- a. Street address, city, county and state, where located, (specify): 16222 Monterey Lane Unit 376 Huntington Beach, CA 92649 (Fair Market Value Debtors Interest \$235,000.00)
- b. Legal description (specify): See Attachment B

☐ See attached page

8. Debtor acquired the property claimed as exempt on the following date (specify): 11/01/2018 11 U.S.C. §§522(P)(2)(B)

9. Debtor alleges that the fair market value of the property claimed exempt is: \$ 235,000.00

10. The subject property is encumbered with the following liens (list mortgages and other liens in order of priority and place an "X" as to the lien to be avoided by this motion):

Name of Lienholder	"X"	Date Lien Recorded	Original Lien Amount	Current Lien Amount	Date of Current Lien
<del>XXXX</del> J-Pad, LLC EX. B Pg 80-81	<input type="checkbox"/>	1/14/2019	\$ 225,000.00	\$ 175,000.00	
	<input type="checkbox"/>		\$	\$	
	<input type="checkbox"/>		\$	\$	
	<input type="checkbox"/>		\$	\$	

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11. Debtor attaches copies of the following documents in support of the motion (as appropriate):

- a. ☒ Schedule C to bankruptcy petition listing all exemptions claimed by Debtor
- b. ☐ Appraisal of the property
- c. ☐ Documents showing current balance due as to the liens specified in paragraph 11 above
- d. ☒ Recorded Abstract of Judgment
- e. ☒ Recorded Declaration of Homestead (Homestead Exemption)
- f. ☒ Declaration(s)
- g. ☒ Other (*specify*):

Preliminary Title Report dated October 18, 2018, sold 10/31/2018, APN 937-630-53, debtors previous home w/o any Huntingting Beach Gables Homeowners Association liens att. to property; Curr. HCD Certificate of Title.

12. Total number of attached pages of supporting documentation: \_\_\_\_\_

13. Debtor declares under penalty of perjury under the laws of the United States of America that the foregoing is true and correct [28 U.S.C. § 1746(1) and (2)].

WHEREFORE, Debtor requests that this court issue an order avoiding Creditor's lien in the form of the **Attachment** to this motion.

**12/22/2022**

Executed on (date): XXXXXXXX



Signature of Debtor

JAMIE LYNN GALLIAN

Printed name of Debtor

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Attorney for Debtor

\_\_\_\_\_  
Printed name of Attorney for Debtor

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**ATTACHMENT TO MOTION/ORDER  
(11 U.S.C. § 522(f): AVOIDANCE OF REAL PROPERTY JUDICIAL LIENS)**

This court makes the following findings of fact and conclusions of law:

1. **Creditor Lienholder/Service:** The Huntington Beach Gables Homeowners Association
2. **Subject Lien:** Date and place of recordation of lien (*specify*): Orange County Superior Court - See Attached  
recording dates and recorder's instrument numbers (See Attachment A)  
Recorder's instrument number or document recording number: (See Attachment A)
3. **Collateral:** Street address, city, county and state, where located, legal description and/or map/book/page number, including county of recording:  
16222 Monterey Lane Unit 376 Huntington Beach, CA 92649 (See Attachment B)  
☐ See attached page.
4. **Secured Claim Amount**
  - a. Value of Collateral: ..... \$ 235,000.00
  - b. Amounts of Senior Liens (reducing equity in the property to which the subject lien can attach):
    - (1) First lien: ..... (\$ 175,000.00 )
    - (2) Second lien: ..... (\$                      )
    - (3) Third lien: ..... (\$                      )
    - (4) Additional senior liens (*attach list*): ..... (\$                      )
  - c. Amount of Debtor's exemption(s): ..... (\$ 600,000.00 )
  - d. Subtotal: ..... (\$ 600,000.00 )
  - e. Secured Claim Amount (negative results should be listed as -\$0-): ..... \$ 0.00

Unless otherwise ordered, any allowed claim in excess of this Secured Claim Amount is to be treated as a nonpriority unsecured claim and is to be paid pro rata with all other nonpriority unsecured claims (in Chapter 13 cases, Class 5A of the Plan).
5. **Lien avoidance:** Debtor's request to avoid the Subject Lien is granted as follows. The fixing of the Subject Lien impairs an exemption to which Debtor would otherwise be entitled under 11 U.S.C. § 522(b). The Subject Lien is not a judicial lien that secures a debt of a kind that is specified in 11 U.S.C. § 523(a)(5) (domestic support obligations). The Subject Lien is void and unenforceable except to the extent of the Secured Claim Amount, if any, listed in paragraph 4.e. above.  
☐ See attached page(s) for more liens/provisions.

This form is optional. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

HOMESTEAD DECLARATION

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BDE-266 (P1) REV. 13 (05-20)

### CLAIM FOR HOMEOWNERS' PROPERTY TAX EXEMPTION

*Eligible, sign and file this form with the Assessor on or before February 15 or on or before the 30th day following the date of notice of supplemental assessment, whichever comes first.*

#### SEE INSTRUCTIONS BEFORE COMPLETING

NAME AND MAILING ADDRESS  
(Make necessary corrections to the printed name and mailing address)

891-569-62  
GALLIAN, JAMIE LYNN  
16222 MONTEREY LN, SPC 376  
HUNTINGTON BEACH, CA 92649



**CLAUDE PARRISH**  
**ORANGE COUNTY ASSESSOR**  
500 S. MAIN ST, FIRST FLOOR, SUITE 103  
ORANGE, CA 92668-4512 or  
P.O. BOX 628  
SANTA ANA, CA 92702-0628  
PHONE: (714) 834-3821  
FAX: (714) 834-2565  
www.ocgov.com/assessor

#### FOR ASSESSOR'S USE ONLY

Received \_\_\_\_\_  
Approved \_\_\_\_\_  
Denied \_\_\_\_\_  
Reason for denial \_\_\_\_\_  
M-2085154 NO

#### PROPERTY DESCRIPTION

Parcel No. 891-569-62  
Address of dwelling  
16222 MONTEREY LN, UNIT 376  
HUNTINGTON BEACH  
TR RANDRE BLK 376  
LOT UN

Print your social security number and name here

SSN:

XXX-XX-3936

NAME:

JAMIE L GALLIAN

Print co-owner's or spouse's social security number and name when this property is also his/her principal residence

SSN:

NAME:

#### STATEMENTS

This claim may be used to file for the Homeowners' Exemption for the Assessment Roll and the Supplemental Assessment Roll. A new owner must file a claim even if the property is already receiving the homeowners' exemption. Please carefully read the information and instructions before answering the questions listed below.

- When did you acquire this property? 11-1-2018  
(month/day/year)
- Date you occupied this property as your principal residence (see instructions): 11-1-2018  
(month/day/year)
- Do you own another property that is, or was, your principal place of residence in California? ☒ YES ☐ NO  
If YES, please provide the address below, and the date you MOVED OUT, if no longer your principal place of residence:

Address: 14476 Alderport Drive HB 92649 10/31/2018  
Street Address City Zip Code month/day/year

Only the owners or their spouses who occupy the above-described property (including a purchaser under contract of sale) or his or her legal representative may sign this claim. (If the property comprises more than one dwelling unit, other co-owner occupants may wish to file separate claims; however, only one exemption will be allowed per dwelling unit.)

**If you are buying this property under an unrecorded contract of sale and the Assessor does not have a copy of the contract, you must attach a copy to this claim.**

#### CERTIFICATION

*I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief.*

SIGNATURE OF OWNER-OCCUPANT



DATE

SIGNATURE OF OCCUPANT'S SPOUSE OR CO-OWNER-OCCUPANT



DATE

EMAIL ADDRESS

JAMIEGALLIAN@GMAIL.COM

DAYTIME TELEPHONE NUMBER

(714) 321-3447

**IF YOU DO NOT OCCUPY THIS PARCEL AS YOUR PRINCIPAL RESIDENCE, PLEASE DISCARD THIS FORM.**

**If you occupy this parcel at a later date, contact the Assessor at that time.**

**THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION**





500 S. Main Street, First Floor, Suite 103  
Orange, CA 92868-4512  
or  
P. O. Box 628  
Santa Ana, CA 92702-0628



CLAUDE PARRISH  
COUNTY ASSESSOR  
Telephone: (714) 834-3821  
FAX: (714) 834-2565  
[www.ocassessor.gov](http://www.ocassessor.gov)

ESTABLISHED 1889

OFFICE OF THE ASSESSOR

July 21, 2022

891-569-62 HX

GALLIAN, JAMIE LYNN  
16222 MONTEREY LN, SPC 376  
HUNTINGTON BEACH, CA 92649

**SUBJECT: Assessor Parcel Number: 891-569-62**

**Property Address: 16222 MONTEREY LN, UNIT 376, HUNTINGTON BEACH**

The Homeowners' Exemption on the above property has been active in Orange County as of **02-25-2021**

**Claimant Name:** GALLIAN, JAMIE LYNN

If you have any questions, please call our office at (714) 834-3821.

Sincerely,

CLAUDE PARRISH  
County Assessor

By  
Exemptions Division

HEREBY CERTIFY THAT THIS IS A TRUE  
AND CORRECT COPY OF A PERMANENT  
RECORD OF THE ASSESSOR'S OFFICE.  
ORANGE COUNTY, CALIFORNIA



CLAUDE PARRISH  
COUNTY ASSESSOR

BY *Neil S. S. S.*

2022 JUL 21 PM 2:22  
CLAUDE PARRISH  
ORANGE COUNTY ASSESSOR

**2022-23 Secured Assessment Roll**

**CLAUDE PARRISH, ORANGE COUNTY ASSESSOR**

Full Parcel Report: Page 1 of 1

As of January 1st, 2022

<b>Parcel No:</b> 891-569-62	<b>Tax Rate Area:</b> 04-902	<b>Property Type:</b> MOBILE HOME
<b>Owner / Mailing Address</b>		
<b>Assessee:</b> GALLIAN, JAMIE LYNN		
<b>Address:</b> 16222 MONTEREY LN, SPC, 376		
<b>City, State:</b> HUNTINGTON BEACH, CA		
<b>Zip:</b> 92649		
<b>Description</b>		
<b>Assessed Value</b>	<b>Exemptions</b>	<b>Dates</b>
<b>Land:</b> 0	<b>Exe Type:</b> HOMEOWNER	<b>Land BaseYear:</b> 2021
<b>Improvement:</b> 0		<b>Improvement Base Year:</b> 2021
<b>Personal Property:</b> 86,339		<b>Tax Lien Status:</b>
<b>Other:</b> 0		
<b>Gross:</b> 86,339		
<b>Less Exemption:</b> 7,000		
<b>Net:</b> 79,339		
<b>Sale History</b>		
<b>Reference Number:</b> M2085154		
<b>Additional Information</b>		
<b>Legal Description:</b> T MHP RANDRE MSP 376		

I HEREBY CERTIFY THAT THIS IS A TRUE  
AND CORRECT COPY OF A PERMANENT  
RECORD OF THE ASSESSOR'S OFFICE.  
ORANGE COUNTY, CALIFORNIA



CLAUDE PARRISH  
COUNTY ASSESSOR

By *Neilson*

2022 JUL 21 PM 2:18  
ORANGE COUNTY ASSESSOR  
CLAUDE PARRISH

18

Recording Requested by :

J-SANDCASTLE CO LLC

JAMIE LYNN GALLIAN  
16222 MONTEREY LANE #376  
HUNTINGTON BEACH, CA 92649

Recorded in Official Records, Orange County  
Hugh Nguyen, Clerk-Recorder

88.00

2021000443659 12:48 pm 07/09/21

18 414A D04 2

0.00 0.00 0.00 0.00 3.00 0.00 0.000.0075.00 3.00

When recorded mail to:

JAMIE LYNN GALLIAN  
16222 MONTEREY LANE #376  
HUNTINGTON BEACH, CA 92649

## HOMESTEAD DECLARATION

CCP \$704.930

SPACE ABOVE THIS LINE FOR RECORDER USE ONLY

APN#: 891-569-62

### 1. Name(s) of Declared Homestead owners:

JAMIE LYNN GALLIAN

, do hereby claim a Declared

Homestead in the following real property located in:

the City of HUNTINGTON BEACH, CA

County of ORANGE

State of California,

more commonly known as:

16222 MONTEREY LANE SPACE 376 HUNTINGTON BEACH, CA 92649

(Insert Common Street Address Above)

and more particularly described as follows:

2014 SKYLINE CUSTOM VILLA DECAL NO. LBM1081 SERIAL NO. AC7V710394GB; AC7V710394GA; LOCATED ON LOT 376  
ON APN 178-011-16, TRACT 10542, UNIT 4, PARCEL MAP BOOK 108, PG(S) 47 & 48

(Insert Property Legal Description Above)

2. The Declared Homestead is the principal dwelling of the Declared Homestead Owner(s) listed above or such person(s) spouse.

3. The Declared Homestead Owner(s) listed above, or such person(s) spouse, resides in the Declared Homestead on the date this Homestead Declaration is recorded.

4. The facts stated in this Homestead Declaration are known to be true as of the personal knowledge of the person(s) below executing and acknowledging this Homestead Declaration.

Dated: 07/08/2021

(Signature of Declared Homestead Owner or Spouse)

JAMIE LYNN GALLIAN

(Printed Name of Declared Homestead Owner or Spouse)

(Signature of Declared Homestead Owner or Spouse)

JAMIE LYNN GALLIAN  
(Printed Name of Declared Homestead Owner or Spouse)

( See Attached Acknowledgment )

IT  
2P  
SB  
PK

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On 7/9/21 before me, Greg Buysman, Notary Public  
(insert name and title of the officer)

personally appeared Janice Lynn Galligan  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)





# EXHIBIT A

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# EXHIBIT A

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Fill in this information to identify your case and this filing:

Debtor 1 **Jamie Lynn Gallian**  
First Name Middle Name Last Name

Debtor 2  
(Spouse, if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: **CENTRAL DISTRICT OF CALIFORNIA—SANTA ANA DIVISION**

Case number **8:21-bk-11710-ES**

☒ Check if this is an amended filing

Official Form 106A/B  
**Schedule A/B: Property**

12/15

In each category, separately list and describe items. List an asset only once. If an asset fits in more than one category, list the asset in the category where you think it fits best. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

**Part 1: Describe Each Residence, Building, Land, or Other Real Estate You Own or Have an Interest In**

1. Do you own or have any legal or equitable interest in any residence, building, land, or similar property?

- ☐ No. Go to Part 2.
- ☒ Yes. Where is the property?

1.1

**16222 Monterey Ln. Unit 376**

Street address, if available, or other description

**Huntington Beach CA 92649-0000**

City State ZIP Code

**Orange**

County

What is the property? Check all that apply

- ☐ Single-family home
- ☐ Duplex or multi-unit building
- ☐ Condominium or cooperative
- ☒ Manufactured or mobile home
- ☐ Land
- ☐ Investment property
- ☐ Timeshare
- ☐ Other

Who has an interest in the property? Check one

- ☒ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another

Other information you wish to add about this item, such as local property identification number: **LPT 891-569-62**

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?  
**\$ unknown**

Current value of the portion you own?  
**\$235,000.00**

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

**Existing 1979 80 year Ground Leasehold Parcel 1 & 2 Tract 10542, Unit(s) 1,2,3,4**

☐ Check if this is community property (see instructions)

2. Add the dollar value of the portion you own for all of your entries from Part 1, including any entries for pages you have attached for Part 1. Write that number here.....=>

**\$235,000.00**

**Part 2: Describe Your Vehicles**

Do you own, lease, or have legal or equitable interest in any vehicles, whether they are registered or not? Include any vehicles you own that someone else drives. If you lease a vehicle, also report it on *Schedule G: Executory Contracts and Unexpired Leases*.

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Debtor 1 **Jamie Lynn Gallian**

Case number (if known) **8:21-bk-11710-ES**

3. Cars, vans, trucks, tractors, sport utility vehicles, motorcycles

- ☒ No  
☐ Yes

4. Watercraft, aircraft, motor homes, ATVs and other recreational vehicles, other vehicles, and accessories  
Examples: Boats, trailers, motors, personal watercraft, fishing vessels, snowmobiles, motorcycle accessories

- ☒ No  
☐ Yes

5. Add the dollar value of the portion you own for all of your entries from Part 2, including any entries for pages you have attached for Part 2. Write that number here.....=>

**\$0.00**

Part 3: Describe Your Personal and Household Items

Do you own or have any legal or equitable interest in any of the following items?

Current value of the  
portion you own?  
Do not deduct secured  
claims or exemptions.

6. Household goods and furnishings

Examples: Major appliances, furniture, linens, china, kitchenware

- ☐ No  
☒ Yes. Describe.....

Misc. household goods and furnishings  
Location: 16222 Monterey Lane, Space 376, Huntington Beach CA  
92649

**\$3,500.00**

waterford crystal set red and white wine glasses

**\$1,000.00**

7. Electronics

Examples: Televisions and radios; audio, video, stereo, and digital equipment; computers, printers, scanners; music collections; electronic devices including cell phones, cameras, media players, games

- ☐ No  
☒ Yes. Describe.....

Wall television, computer, printer and peripherals  
Location: 16222 Monterey Lane, Space 376, Huntington Beach CA  
92649

**\$500.00**

8. Collectibles of value

Examples: Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; stamp, coin, or baseball card collections; other collections, memorabilia, collectibles

- ☐ No  
☒ Yes. Describe.....

Lladro figurine collection (20)

**\$1,900.00**

9. Equipment for sports and hobbies

Examples: Sports, photographic, exercise, and other hobby equipment; bicycles, pool tables, golf clubs, skis; canoes and kayaks; carpentry tools; musical instruments

- ☒ No  
☐ Yes. Describe.....

10. Firearms

Examples: Pistols, rifles, shotguns, ammunition, and related equipment

- ☒ No  
☐ Yes. Describe.....

Official Form 106A/B

Schedule A/B: Property

page 2

Debtor 1 Jamie Lynn Gallian

Case number (if known) 8:21-bk-11710-ES

**11. Clothes**

Examples: Everyday clothes, furs, leather coats, designer wear, shoes, accessories

☐ No

☒ Yes. Describe.....

**Misc. clothing**

**Location: 16222 Monterey Lane, Space 376, Huntington Beach CA 92649**

**\$1,000.00**

**12. Jewelry**

Examples: Everyday jewelry, costume jewelry, engagement rings, wedding rings, heirloom jewelry, watches, gems, gold, silver

☐ No

☒ Yes. Describe.....

**Movado wrist watch (20 yrs. old); costume jewelry, misc. non-gold chains/bracelets, and earrings.**

**Location: 16222 Monterey Lane, Space 376, Huntington Beach CA 92649**

**\$1,000.00**

**13. Non-farm animals**

Examples: Dogs, cats, birds, horses

☐ No

☒ Yes. Describe.....

**5-year old Wired Terrier Dog**

**\$25.00**

**14. Any other personal and household items you did not already list, including any health aids you did not list**

☒ No

☐ Yes. Give specific information.....

**15. Add the dollar value of all of your entries from Part 3, including any entries for pages you have attached for Part 3. Write that number here .....**

**\$8,925.00**

**Part 4: Describe Your Financial Assets**

**Do you own or have any legal or equitable interest in any of the following?**

**Current value of the portion you own? Do not deduct secured claims or exemptions.**

**16. Cash**

Examples: Money you have in your wallet, in your home, in a safe deposit box, and on hand when you file your petition

☒ No

☐ Yes.....

**17. Deposits of money**

Examples: Checking, savings, or other financial accounts; certificates of deposit; shares in credit unions, brokerage houses, and other similar institutions. If you have multiple accounts with the same institution, list each.

☐ No

☒ Yes.....

Institution name:

**17.1. EDD Debit account Bank of America**

**\$3,793.00**

**17.2. Savings**

**Alliant Credit Union--Only funds are Covid-19 relief funds from the government.**

**\$1,407.00**



Debtor 1 **Jamie Lynn Gallian**

Case number (if known) **8:21-bk-11710-ES**

**17.3. Savings**

**Alliant Credit Union--Only funds are Covid-19 relief funds from the government.**

**\$2,600.00**

**18. Bonds, mutual funds, or publicly traded stocks**

Examples: Bond funds, investment accounts with brokerage firms, money market accounts

☒ No

☐ Yes.....

Institution or issuer name:

**19. Non-publicly traded stock and interests in incorporated and unincorporated businesses, including an interest in an LLC, partnership, and joint venture**

☐ No

☒ Yes. Give specific information about them.....Name of entity:

% of ownership:

**19.1 J-Sandcastle Co, LLC- Assets include a bank account of less than \$1,000.**

Debtor peacefully resided at 4476 Alderport since 11/23/2009. On 8/5/2018, debtor was battered at her home in HOA. Criminal charges PC §242 were filed; trial is pending 19WM00951. Request for victim restitution. Debtor moved out of the HOA-Alderport home out of fear on 9/11/18.

On 9/11/2018, a three year residential property lease 5782 Pinon Dr signed. Debtors Alderport home sold on 10/31/2018. Debtor purchased investment rental property on 11/1/2018 within TRACT 10542 APN 178-011-01 located in Huntington Harbour with proceeds from unencumbered sale of her Alderport with the intent of living in the property at the end of the signed lease commitment. Debtors Retirement Funds were completely depleted from 2016-2019 legal expenses incurred defending Gables HOA civil complaints filed against her On 11/8/18, ST Court denied Gables HOA MOTION to freeze debtors equity in the Alderport sale. Debtor executed a Security Agreement and Promissory Note with the LLC dated 11/16/2018, perfected HCD Certificate of Title and UCC-1 on 1/14/2019 No. 19-7691916827. Debtor continued on medical LOA and never returned to her 20 year employment as a Flight Attendant due to the 8/5/18 battery with severe nerve injury. On February 1, 2019, Debtor successfully terminated the 3 year Pinon Drive lease agreement with Landlord Henry Newton. Debtors primary residence is 16222 Monterey Ln. Unit 376, Located on Lot 2 Tract 10542 Unit 4 per 8/7/1979 City of HB.

100 %

**\$1,000.00**

**19.2 J-PAD, LLC. has a bank account of around \$ 500.00**

100 %

**\$ 500.00**

**20. Government and corporate bonds and other negotiable and non-negotiable instruments**

Negotiable instruments include personal checks, cashiers' checks, promissory notes, and money orders.

Non-negotiable instruments are those you cannot transfer to someone by signing or delivering them.

☒ No

☐ Yes. Give specific information about them

Issuer name:

**21. Retirement or pension accounts**

Examples: Interests in IRA, ERISA, Keogh, 401(k), 403(b), thrift savings accounts, or other pension or profit-sharing plans

☐ No

☒ Yes. List each account separately.

Type of account:

Institution name:

**IRA**

**Fidelity**

**\$7,400.00**

**22. Security deposits and prepayments**

Your share of all unused deposits you have made so that you may continue service or use from a company

Examples: Agreements with landlords, prepaid rent, public utilities (electric, gas, water), telecommunications companies, or others

☒ No

Yes.....

Institution name or individual:

**23. Annuities (A contract for a periodic payment of money to you, either for life or for a number of years)**

☒ No

☐ Yes.....

Issuer name and description:

**24. Interests in an education IRA, in an account in a qualified ABLE program, or under a qualified state tuition program.**

26 U.S.C. §§ 530(b)(1), 529A(b), and 529(b)(1).

Official Form 106A/B

Schedule A/B: Property

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☒ No

☐ Yes. Institution name and description. Separately file the records of any interests. 11 U.S.C. § 521(c);

25. Trusts, equitable or future interests in property (other than anything listed in line 1), and rights or powers exercisable for your benefit

☒ No

☐ Yes. Give specific information about them...

26. Patents, copyrights, trademarks, trade secrets, and other intellectual property

Examples: Internet domain names, websites, proceeds from royalties and licensing agreements

☒ No

☐ Yes. Give specific information about them...

27. Licenses, franchises, and other general intangibles

Examples: Building permits, exclusive licenses, cooperative association holdings, liquor licenses, professional licenses

☒ No

☐ Yes. Give specific information about them...

Money or property owed to you?

Current value of the  
portion you own?  
Do not deduct secured  
claims or exemptions.

28. Tax refunds owed to you

☒ No

☐ Yes. Give specific information about them, including whether you already filed the returns and the tax years.....

29. Family support

Examples: Past due or lump sum alimony, spousal support, child support, maintenance, divorce settlement, property settlement

☒ No

☐ Yes. Give specific information.....

30. Other amounts someone owes you

Examples: Unpaid wages, disability insurance payments, disability benefits, sick pay, vacation pay, workers' compensation, Social Security benefits; unpaid loans you made to someone else

☒ No

☐ Yes. Give specific information..

31. Interests in insurance policies

Examples: Health, disability, or life insurance; health savings account (HSA); credit, homeowner's, or renter's insurance

☒ No

☐ Yes. Name the insurance company of each policy and list its value.

Company name:

Beneficiary:

Surrender or refund  
value:

32. Any interest in property that is due you from someone who has died

If you are the beneficiary of a living trust, expect proceeds from a life insurance policy, or are currently entitled to receive property because someone has died.

☐ No

☒ Yes. Give specific information..

32.1

Probate estate of Charles J. Bradley, Jr. Case No.  
30-2017-00915711. Uncertain what, if any, proceeds will pass  
to debtor.

Unknown

32.2

"Creditor's claim" in probate estate of Charles Bradley filed  
by debtor for \$1 million. Unknown whether any recovery will  
be awarded or available.

Unknown

Debtor 1 **Jamie Lynn Gallian**

Case number (if known) **8:21-bk-11710-ES**

33. Claims against third parties, whether or not you have filed a lawsuit or made a demand for payment  
Examples: Accidents, employment disputes, insurance claims, or rights to sue

☒ No

☐ Yes. Describe each claim.....

34. Other contingent and unliquidated claims of every nature, including counterclaims of the debtor and rights to set off claims

☐ No

☒ Yes. Describe each claim.....

34.1

Potential claim for bad faith denial of insurance against Mercury Insurance Company failure to defend/indemnify HOA Civil Action filed 4/11/2017, 18 days after title recorded. Debtor purchased homeowners insurance policy on 3/22/17

Unknown

34.2

Potential Victim Restitution Award from Jesus Jesus Jr, for battery 8/5/2018. Criminal Case pending 19WM09951. Estimated economic damages exceed \$73,000.00

Unknown

34.3

Claim against Houser Bros Co. dba Rancho Del Rey Mobilehome Estates for Violation(s) of Davis Stirling Act, MRL §798, et seq. multiple acts of retaliation, discrimination, trespassing/unlawful entry; forcible detainer, wrongful eviction, failure to timely pursue/prosecute frivolous UD claim pending since 1/2/19. Failure to apply to CA Covid19 Relief after debtor delivered 9/7/20 Declaration of Covid afflictions and hardship. No lawsuit yet filed.

Unknown

34.4

Personal Injury claim against Huntington Beach Gables HOA; Jesus Jasso, Jr. Case No. 30-2020-01153679. Estimated damages \$195,000.

Unknown

- 34.5 Potential Claim against Master Lessor, Houser Company, Lessor(s) BS Investors, LP, S4 I, GP due to overpayment of Ground Leasehold fees charged to Consumers. Master Lessor Houser Company recorded Annexation approx. 8/17/1979. The Original Tenant Robert P. Warmington, an Ind., ro Sublessor RPW, Co. and Houser Bros Co dba Rancho Del Rey MHE misrepresent to consumers Fee Interest vs, Air-Space Condominium Project within Parcel 1 & Parcel 2; Ground Leases recorded in violation of known City of Huntington Beach Ordinance from City Attorney. Master Lessor, Tenant, & RPW, Co recorded 1979 Ground Lease and Subcondominium Lease on APN 178-011-01, and not APN 178-771-03. Only easements were recorded. Additionally, Lessors Amended CC&Rs 8/5/1980 after Final Subdivision Report was issued by DRE July 1980, without Notice to Consumers or providing NT of Copy of Rec, First Amendment to CC&Rs Doc No. 1980-5002. Subsequently in 2005, Craig Houser, RDRMHE recorded Amendment to all 80 Ground Leases without Notice to Park Consumers or Gables HOA Consumers. Huntington Beach Gables HOA has a cross-complaint pending in the ST. Court Case Randall Nickels vs. Huntington Beach Gables HOA, et al. 30-2020-01163055-CU-OR-CJC which the HOA seeks a voiding of the sale and Assignment of unexpired term of Subcondominium Leasehold APN 937-63-053, on October 31, 2018, from Debtor to bona fide purchaser Randall Nickels. Potential Cross-Petition not yet filed.

Unknown

35. Any financial assets you did not already list

☐ No

☒ Yes. Give specific information..

CA COVID-19 Rent Relief Award 10/27/2021, post petition tendered to Houser Bros Co. Ck No. 58066665 \$ 24,301.55. Not property of the estate.

\$ 0.00

35.1

☒ Yes.

Bank of America Cashier's Check [uncashed] tendered rent chk Houser Bros Co. Not property of the estate. \$ 14,118.00

\$ 0.00

36. Add the dollar value of all of your entries from Part 4, including any entries for pages you have attached for Part 4. Write that number here.....

\$ 16,700.00

Part 5: Describe Any Business-Related Property You Own or Have an Interest In. List any real estate in Part 1.

Official Form 106A/B

Schedule A/B: Property

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37. Do you own or have any legal or equitable interest in any business-related property?

- ☒ No. Go to Part 6.  
☐ Yes. Go to line 38.

**Part 6: Describe Any Farm- and Commercial Fishing-Related Property You Own or Have an Interest In.**  
If you own or have an interest in farmland, list it in Part 1.

46. Do you own or have any legal or equitable interest in any farm- or commercial fishing-related property?

- ☒ No. Go to Part 7.  
☐ Yes. Go to line 47.

**Part 7: Describe All Property You Own or Have an Interest In That You Did Not List Above**

53. Do you have other property of any kind you did not already list?

Examples: Season tickets, country club membership

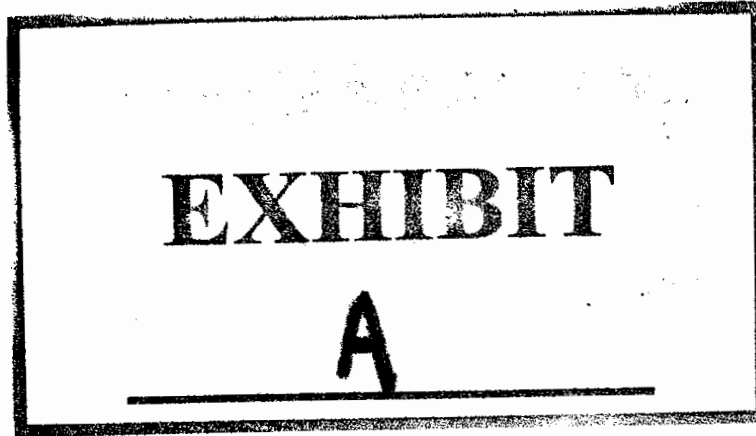
- ☒ No  
☐ Yes. Give specific information.....

54. Add the dollar value of all of your entries from Part 7. Write that number here ..... \$0.00

**Part 8: List the Totals of Each Part of this Form**

55. Part 1: Total real estate, line 2 .....		<u>\$235,000.00</u>
56. Part 2: Total vehicles, line 5 .....	<u>\$0.00</u>	
57. Part 3: Total personal and household items, line 15 .....	<u>\$ 8,925.00</u>	
58. Part 4: Total financial assets, line 36 .....	<u>\$ 16,700.00</u>	
59. Part 5: Total business-related property, line 45 .....	<u>\$0.00</u>	
60. Part 6: Total farm- and fishing-related property, line 52 .....	<u>\$0.00</u>	
61. Part 7: Total other property not listed, line 54 .....	<u>\$0.00</u>	
	<u>+</u>	
62. Total personal property. Add lines 56 through 61....	<u>\$25,625.00</u>	Copy personal property total <u>\$25,625.00</u>
63. Total of all property on Schedule A/B. Add line 55 + line 62		<u>\$260,625.00</u>





**10/16/1979 Executed Unrecorded MASTER Ground Lease Houser Bros Co,  
LANDLORD, and Robert P. Warmington, a married man, TENANT**

GROUND LEASE

THIS GROUND LEASE (herein referred to as the "Lease"), is made as of this 19th day of October, 1999, by and between HOUSER BROS. CO., a limited partnership organized and existing under the laws of the State of California in which Clifford C. Houser and Vernon F. Houser constitute the sole general partners (herein termed the "Landlord"), whose address is Suite 204, 610 East Seventeenth Street, Santa Ana, California 92701 and ROBERT P. WARMINGTON, a married man (herein termed the "Tenant"), whose address is 16592 Hale Avenue, Irvine, California 92714 upon the following terms and conditions:

ARTICLE I  
THE LEASED LAND

For and in consideration of the payment of the rentals, taxes and other charges covenanted to be paid by Tenant and of the performance of all the covenants and conditions hereinafter covenanted and provided to be observed and performed by Tenant, the Landlord hereby leases to Tenant and Tenant hereby hires from Landlord that certain parcel of real property (herein termed the "leased land"; the term "leased land" and "leased premises" may be used interchangeably), situated in the County of Orange, State of California, described on Exhibit A attached hereto and by this reference made a part hereof for the term, at the rental, for the uses and purposes, and upon and subject to the covenants, conditions and restrictions hereinafter set forth. The demise of the leased land is made subject to taxes and assessments for the current fiscal year, not yet delinquent and subject to covenants, conditions, reservations, restrictions, easements, rights and rights-of-way of record.

ARTICLE II  
TERM

The term of this Lease shall be for a period of eighty (80) years commencing on the date first above written and continuing until the anniversary of the eightieth (80th) year thereafter, unless sooner terminated, as hereinafter provided. Tenant shall have no option to extend the term of this Lease. This Lease shall terminate as to any portion of the leased land which is sold and conveyed as hereinafter provided. As hereinafter provided, this Lease shall terminate as to any portion of the leased land which is sold and conveyed unless Tenant elects to enter into an Affiliate Sublease or a Consumer Sublease.

ARTICLE III  
USE AND DEVELOPMENT

3.01 Use.

At all times during the term of this Lease, Tenant shall be entitled to use the leased land, buildings and

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4

other improvements constructed thereon for single family residential use and for other purposes incidental thereto, including, without limitation, recreational facilities and sales offices, and Tenant may subdivide the leased land in connection with such single family residential use and development. Tenant covenants and agrees that it will not use or suffer or permit the leased land, buildings and other improvements constructed thereon to be used in a manner which would constitute waste or which would constitute a public or private nuisance. It is expressly understood and agreed that Tenant's construction activities upon the leased land shall not be deemed to constitute waste. As used in the foregoing, "single family residential use" includes condominiums, planned unit developments and other multiple unit developments of a similar nature.

3.02 Compliance with Laws.

Tenant covenants that during the lease term, Tenant will comply, at no cost or expense to Landlord, with all laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof, which may be applicable to the leased land, buildings and other improvements constructed thereon, or the use or manner of use of the leased land. Tenant accepts the leased land in the actual condition of the same as of the date of this Lease.

3.03 Contest.

Tenant shall have the right, after notice to Landlord, to contest by appropriate legal proceedings, without cost or expense to Landlord, the validity of any law, ordinance, order, rule, regulation or requirement of the nature herein referred to and to postpone compliance with the same, provided such contest shall be promptly and diligently prosecuted by and at the expense of Tenant and so long as Landlord shall not thereby suffer any civil, or be subject to any criminal penalties or sanctions, and Tenant shall properly protect and save harmless Landlord against any liability and claims for any such noncompliance or postponement of compliance.

3.04 Development of the Leased Land; Dedications.

3.04.01 Lessor's Cooperation: Power of Attorney.

(a) Landlord and Tenant (at no expense to Landlord other than Landlord's time) shall take such actions and shall execute such instruments, documents, applications and/or certificates as Tenant may deem reasonably necessary or desirable to obtain requisite governmental approvals for the proposed development of the leased land or any portion thereof and/or to facilitate use and development of all or any portion of the leased land for the use permitted in Section 3.01 above, including, but not limited to, execution and delivery of the following:

(1) Instruments of dedication conforming with the provisions of this Section 3.04;

(ii) Public utility conveyances;

(iii) Applications to federal, state and local governmental agencies, together with all other instruments and documents reasonably necessary in order to obtain permits, reports, public reports, zoning, conditional use permits, variances and similar type items necessary for the proposed use and development; and

(iv) Certificates to be affixed to subdivision maps, parcel maps, condominium plans and plans pertaining to the residential development.

(b) Without limiting the foregoing, Landlord agrees to cooperate with Tenant in the development of the leased land in the manner of development set forth in Section 3.01 above, including, without limitation, attending a reasonable number of meetings with Tenant and/or jurisdictional government agencies.

(c) In furtherance of paragraph (a) above, Landlord will, within three (3) days of a request from Tenant, execute, by one of its general partners who are named as signatories to this Lease, all of the documents or instruments described in paragraph (a). If one of said named individuals has not executed such documents on behalf of Landlord within said period of time because of their unavailability or otherwise, Landlord, as provided in the Ground Lease (Short Form - Memorandum) executed by the parties concurrently herewith, hereby appoints Tenant as Landlord's attorney-in-fact to sign any and all of such documents. Notwithstanding the execution of any of such documents by Tenant as Landlord's attorney-in-fact, Landlord agrees to execute any and all of such documents upon request therefor by Tenant. In any event, Tenant shall promptly supply Landlord with copies of any document signed by Tenant as Landlord's attorney-in-fact.

3.04.02 Dedications. In connection with the subdivision and development of the leased land, Tenant may cause subdivision tract maps to be filed of record which will show streets within the subdivision intended for use of the "Buyers of Lots", as such terms are defined herein, and their licensees, invitees, tenants, and servants; and, with respect to such streets, and all utility easements and rights-of-way, Tenant may, at its option, offer for dedication for public use thereof only its respective leasehold interest therein, in which event Landlord shall be required to offer for dedication for public use its respective leasehold interest therein; provided, however, that the reversionary interest of Landlord in the fee simple estate of the real property comprising the leased land therein will not be offered for dedication for public use upon the recording of any such subdivision tract maps or public



utility conveyances unless required by the utility or the City of Huntington Beach; or, provided further, Landlord shall complete the dedications of the property of Landlord pursuant to proceedings for Tentative Parcel Map No. 77-7 dated June 8, 1977 (subject to the undertakings of Tenant, at no cost to Landlord to improve such areas within Edinger Avenue required pursuant to the proceedings for Tentative Parcel Map 77-7).

3.05 Construction.

Except as to offsite improvements which Tenant shall construct pursuant to the proceedings under Tentative Parcel Map No. 77-7, during the term of this lease Tenant shall have the right, but not the duty, to construct buildings and improvements upon the leased land. All buildings and improvements now or hereafter constructed or located on the leased premises by Tenant shall be the property of Tenant.

Landlord shall have the right to approve, for architectural treatment, color and external appearance of materials and the elevation design of the improvements which Tenant intends to construct on the leased land prior to the commencement of the construction of such improvements. Landlord shall not unreasonably withhold such approval and Landlord's sole consideration for granting or withholding such approval shall be the preservation of the esthetics of the leased land in reasonable harmony with the improvements to Landlord's adjoining mobile home park. Within thirty (30) days of delivery to Landlord of plans showing the foregoing, Landlord shall either approve such plans in writing or give written notice to Tenant of Landlord's disapproval, specifying the reasons therefor. Failure to so disapprove such plans within such time period shall be deemed approval thereof. In the event of such disapproval, Tenant shall submit revised plans for Landlord's approval as aforesaid, except that Landlord's time for approving or disapproving said plans shall be shortened to ten (10) days. If Landlord disapproves the revised plans, all rental payments hereunder shall abate until the revised plans are either approved or deemed approved pursuant to the aforesaid procedure for revised plans. If such plans are not approved or deemed approved within ninety (90) days of their original submission to Landlord, Tenant may, at its option, terminate this lease by written notice to Landlord. After such plans are approved or deemed approved as aforesaid, Tenant shall have the right, without the necessity of obtaining Landlord's consent, to make minor changes to such plans which do not substantially affect the esthetic harmony of the improvements to be built on the leased land with Landlord's adjacent mobile home park. However, Tenant shall promptly deliver to Landlord copies of all such changes as they are made.

Construction of improvements to the leased premises shall be made in all cases subject to the following conditions which Tenant covenants and agrees to observe and perform: (a) no construction shall be undertaken until Tenant shall have procured and paid for, so far as the same

may be required from time to time, all municipal and other governmental permits and any authorizations of the various municipal departments and government subdivisions having jurisdiction, and the Landlord agrees to join, at the expense of the Tenant, in the application for any such permits or authorizations whenever such action is necessary; and (b) all work done in connection with such construction shall be done promptly using quality materials and in a good and workmanlike manner at no cost or expense to Landlord and in compliance with the applicable municipal building and zoning laws and with all other laws, ordinances, orders, rules, regulations and requirements of federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof; the cost of all construction shall be paid in cash or its equivalent, so that the leased land shall at all times be free of liens for labor and materials supplied to the leased land.

Tenant agrees to (i) indemnify Landlord against and to hold Landlord harmless from any and all damages of any nature suffered by owners of adjacent property (including Landlord) by reason of the acts or negligence of Tenant on the leased land; and (ii) protect the land and improvements of adjoining owners (including Landlord) against damage caused by said construction and improvements of the leased land as required by law.

Landlord shall have the right at any time and from time to time to post and maintain on the leased land such notices as may be necessary to protect the leased land and Landlord from mechanic's liens, materialmen's liens or liens of a similar nature. On or before ten (10) days prior to the commencement of any work of improvement by Tenant on the leased land, Tenant shall give notice thereof to Landlord and with the date expected by Tenant for the commencement of such construction.

Tenant may at any time alter, improve or remodel any building, structure or other improvement constructed or placed by Tenant on the leased land.

### 3.06 Residential Leases.

#### 3.06.01 Definitions.

(a) The term "Placed under Development" for purposes of this Lease shall mean all those portions of the leased land which shall, subsequent to the date hereof, be made the subject of a recorded subdivision map or parcel map (including all streets, easements and rights-of-way within the areas covered by any such subdivision map or parcel map), together with those portions of the leased land hereafter conveyed or dedicated by Tenant for public utility purposes.

(b) The term "Lot" shall mean any lot into which the leased land or any portion thereof has been subdivided, and as used herein, shall include, without limitation, any condominium into which the leased land or

any portion thereof has been divided pursuant to the provisions of Section 1350, et seq., of the California Civil Code.

(c) The term "Buyer" is defined to mean any person, firm or corporation who is a purchaser of any structure located or to be located upon any Lot and who executes a Residential Lease or a Consumer Sublease as lessee.

(d) The term "Sold and Conveyed", as used herein, is defined to mean the execution and delivery of a Residential Lease or a Consumer Sublease, the term of which shall (i) commence concurrently with delivery; (ii) in the case of a Residential Lease be equivalent with the then remaining term of this Lease; and (iii) in the case of a Consumer Sublease be equivalent to the then remaining term of this Lease less one (1) day.

(e) The term "Residential Lease", as used herein, shall mean a lease between Landlord and any Buyer (and the homeowners association in the case of common facilities with appropriate modifications) in the form attached hereto as Exhibit "B", and by this reference incorporated herein and made a part hereof as if set forth in full herein, with appropriate modification if the improvements are sold as condominiums.

(f) The term "Consumer Sublease" shall be defined in Section 3.08(b) below.

**3.06.02 Execution of Residential Leases.**

(a) After Tenant shall have first obtained the appropriate governmental approvals, Tenant may offer the Lots be Sold and Conveyed to the general public together with, at the election of Tenant, an appurtenant membership in any homeowners association organized and incorporated to be the lessee of a Residential Lease of the common facilities, hereafter provided and/or to administer subdivision servitudes. It is the intention of the parties that Tenant shall sell the building and other improvements it constructs on the Lots to Buyers. All amounts received by Tenant upon the sale of improvements shall be the sole property of Tenant, and the Landlord shall not be entitled to any portion thereof.

(b) When each Lot is Sold and Conveyed Landlord will execute, within fifteen (15) days following the request of Tenant, individual Residential Leases with the Buyers. Each Residential Lease shall be subject to no monetary encumbrances other than current taxes; however each Lot shall, at the election of Tenant, be subject to subdivision servitudes (if such be the case, such servitudes shall be mutually approved in writing by Landlord, who agrees not to unreasonably withhold its consent, and by Tenant) and each Buyer's estate shall be subject to appropriate assessments for upkeep and replacement of common

facilities. This Lease shall, upon the commencement of the lease term of each Residential Lease, terminate as to the real property covered by the Residential Lease. The improvements on any Lot shall remain the sole property of the Buyer. This Lease shall also terminate upon the conveyance or dedication of any portion of the leased land to a public entity or public utility.

(c) At all times the total of the basic rental remaining payable under this Lease and the basic rental payable under the aggregate of the Residential Leases shall be equal to the rental payable under Article IV of this Lease as if no Lots had been Sold and Conveyed. For the purposes of the foregoing, each Residential Lease, which may be terminated by Landlord, as lessor, by reason of an event of default by the Buyer under a Residential Lease, shall nevertheless for the purposes of this provision be deemed to still be in effect and the rental which would have been paid thereunder shall be accounted for with respect to the foregoing determinations. It is anticipated by the parties that the basic rental as provided for herein shall be uniformly divided among the Lots. Tenant shall be discharged and exonerated under this Lease as to each Lot Sold and Conveyed; however, Tenant shall nevertheless remain obligated with respect to all covenants made by Tenant with Buyers and for all warranties and representations, express or implied, in favor of the Buyers; Tenant shall indemnify and hold Landlord free and harmless from all liability with respect to such covenants, warranties and representations in favor of Buyer whether or not disclosed to Landlord.

#### 3.07 Common Facilities.

Tenant may choose to construct within portions of the leased land Placed under Development recreational or other common facilities (which shall include streets) for the use and enjoyment of Buyers and convey such facilities to an association organized and incorporated to acquire the same. Upon such conveyance and upon request of Tenant, Landlord shall execute a Residential Lease or Consumer Sublease, as lessor, with such association, as lessee, for a term equivalent to the unexpired period of this Lease, at basic rental of ONE (\$1) DOLLAR per year. The land area of such recreational or common facilities (exclusive of streets) shall not exceed twenty-six thousand eight hundred (26,800) square feet without Landlord's prior written approval if a multi-phase development is elected. No Lot or Lots of the common facilities shall be Sold and Conveyed unless and until the following conditions shall have occurred:

(a) Tenant shall have first obtained the governmental approvals necessary to permit all lots (or in the case of a multi-phase development, the Lots within the initial phase) benefited by such common facilities to be Sold and Conveyed to Buyers.

(b) No less than forty (40%) percent of all buildings and other improvements to the Lots (or in the case



of a multi-phase development, no less than forty (40%) percent of the lots within the initial phase) benefited by such common facilities shall have been substantially completed, or, in the event a condominium development is elected, completion assured by surety arrangements approved by the California Department of Real Estate).

(c) The mortgagee, as that term is hereafter defined, shall have executed and delivered a reconveyance of any lien on the Lot or Lots of the common facilities so conveyed to such association.

(d) The construction of the common facilities shall have been fully completed or completion assured by surety arrangements approved by the California Department of Real Estate.

3.08 Tenant's Right to New Leases; Consumer Subleases.

(a) Tenant, at any time and from time to time may at its election designate certain parcels of the leased land to be subject to separate leases between Tenant and Landlord. Without limiting the generality of the foregoing, Tenant may obtain hereunder separate leases for some or all of the Lots into which the leased land is divided. These parcels shall comply with all requirements of the Subdivision Map Act and all other applicable laws. Upon written request by Tenant, Landlord shall execute new leases to parcels of the leased land as designated by Tenant and shall amend this Lease to reflect that such parcels are no longer subject to this Lease. The terms and conditions of the new leases and this Lease, as amended, shall be the same as the terms and conditions of this Lease with the exception that the annual rent shall be divided among the leases based on the proportion which the square footage of the parcel governed by any such lease bears to the total square footage of the leased land. Notwithstanding the foregoing, in the event that Tenant designates a Lot for a separate lease hereunder, the annual rent payable under the lease for such Lot shall be equal to the annual rent payable under this Lease multiplied by a fraction, the numerator of which is one and the denominator of which is the total number of Lots into which the leased land is divided.

(b) As to such Lots for which Tenant has obtained separate leases, and notwithstanding any other provision of this Article III, Tenant may elect to enter into a sublease with the Buyer of any such Lot in the form attached hereto as Exhibit D with appropriate amendments if the Lots are Sold and Conveyed as condominiums (referred to in this Lease as a "Consumer Sublease") instead of causing such Lot to be Sold and Conveyed pursuant to a Residential Lease. This Lease shall not terminate when any such Lot is Sold and Conveyed pursuant to a Consumer Sublease. Tenant, or its permitted development sublessee, as provided in Section 6.01.03 below, may offer Lots to be Sold and Conveyed to the public as provided in Section 3.06.02(a), but reading "Consumer Sublease" for "Residential Lease" therein. Tenant may sublease common facilities Lots to a homeowners associa-

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tion formed from among Buyers under Consumer Subleases as appropriately modified, but subject to the restrictions of Section 3.07 above. The use of Consumer Subleases shall not affect, among other things, Landlord's obligation under Section 3.04.02 or Tenant's ability to impose subdivision servitudes providing for assessments against Buyers as provided in Section 3.06.02(b).

(c) Tenant shall be solely liable with respect to all covenants made by Tenant with Buyers and for all warranties and representations, express or implied, in favor of the Buyers under the Consumer Subleases. Tenant shall indemnify and hold Landlord free and harmless from all liability with respect to such covenants, warranties and representations in favor of Buyer whether or not disclosed to Landlord.

(d) Landlord hereby agrees with Tenant for the benefit of all Buyers under Consumer Subleases that:

(i) So long as such Buyer is not in default in the payment of rental or other charges due under the Consumer Sublease or in the performance of any of the other terms, covenants or conditions of the Consumer Sublease on such Buyer's part to be performed, such Buyer's possession of the Lot subject to such Consumer Sublease and such Buyer's other rights and privileges under the Consumer Sublease shall not be interfered with by the Landlord, its successors or assigns.

(ii) Should this Lease be terminated prior to the expiration of the term hereof or any extensions of said term for any reason whatsoever, including without limitation, as a result of Tenant's breach thereof or default thereunder, the Consumer Sublease shall continue in full force and effect as a direct lease between Landlord and the Buyer under the Consumer Sublease, upon and subject to all of the terms, covenants and conditions of the Consumer Sublease for the balance of the term thereof remaining, provided that such Buyer attorns to Landlord in writing. Notwithstanding the foregoing, Landlord shall not be bound by any act or omission of Tenant as the prior sublessor under the Consumer Sublease. Landlord shall not be bound by any prepayment of rent (other than through the Payment Agreement referred to in subparagraph 3.08(d)(iv)) or other charges which such Buyer might have paid for more than three (3) months in advance to Tenant as the prior sublessor, and Landlord shall not be bound by any amendment to or modification of any Consumer Sublease or by any waiver or forbearance on the part of Tenant as the prior sublessor thereunder made or given without the written consent of Landlord.

(iii) If, the provisions of the foregoing notwithstanding, a Consumer Sublease is terminated by reason of any termination of this Lease, it is hereby agreed that the Buyer under such Consumer Sublease and

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Landlord shall enter into a new lease upon the terms and conditions of the Consumer Sublease for the then remaining balance of the term of the Consumer Sublease.

(iv) In the event that such Consumer Subleases shall call for the payment of rent less frequently than quarter annually, the provisions of subparagraph 3.08(d)(ii) shall only be applicable if Landlord and Tenant enter into a Payment Agreement under the terms of which all rental to be paid by Buyers under the terms of the Consumer Sublease will be paid to a neutral depository, such as a bank, savings and loan, trust company or escrow company. Such neutral depository shall be instructed to remit to lessor from such sum collected the amount due under this Lease attributable to the Lot subject to the Consumer Sublease and to remit the balance to the Tenant.

#### ARTICLE IV RENTAL

##### 4.01 Basic Rental.

Tenant agrees to pay to Landlord as basic rental for the use and occupancy of the leased land, an annual sum of SEVENTY-TWO THOUSAND TWO HUNDRED TWENTY (\$72,220.00) DOLLARS calculated at TEN THOUSAND (\$10,000.00) DOLLARS per acre, multiplied by 7.222 acres, being the number of acres within Parcel 1 of Parcel Map recorded in Book 108, pages 47 and 48, inclusive, Official Records of Orange County, California, subject to adjustment as provided in Section 4.03 below. Basic rental shall be payable in twelve (12) equal monthly installments of SIX THOUSAND EIGHTEEN DOLLARS AND THIRTY-THREE CENTS (\$6,018.33) each, due and payable in advance on the first day of each calendar month during the term hereof, without deduction or offset, in lawful money of the United States of America at such place as Landlord from time to time shall direct in writing to Tenant.

##### 4.02 Commencement of Rentals.

Rental payments shall commence on the first day of the calendar month next following the date first above written if such date be a date other than the first day of a calendar month. In addition to the first full month's rent, Tenant shall pay at such time an additional pro rata rent representing the period between the term commencement date and the first day of the next succeeding calendar month, based on a thirty (30) day month and a three hundred sixty (360) day year.

##### 4.03 Adjusted Rental.

(a) When a Residential Lease, but not a Consumer Sublease, is Sold and Conveyed, the basic rental payable by Tenant shall be reduced by the amount of rental payable to Landlord under such Residential Lease.

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(b) Upon the expiration of the twentieth (20th), fortieth (40th) and sixtieth (60th) year of the term of this Lease, the rental payable hereunder shall be adjusted to a sum equal to eight (8%) percent of the unimproved fair market value of the leased land, or any portion then remaining subject to this Lease, at the end of said twentieth (20th), fortieth (40th) or sixtieth (60th) year, as the case may be. After any such adjustment of rental, Tenant shall pay to Landlord such rental as so adjusted during the period applicable thereto at the times and in the manner provided in Section 4.01 above; provided, however, in no event shall the rental as so adjusted be less than an annual rental at least equal to TEN THOUSAND (\$10,000.00) DOLLARS per acre for the portion of the leased land then subject to this Lease (calculated to exclude the area of the reserved easement described in Exhibit A). If, upon the expiration of the twentieth (20th), fortieth (40th) or sixtieth (60th) year, as the case may be, the parties hereto shall have failed to agree upon such adjusted rental, the fair market value of the leased land (or portion thereof then subject to this Lease), as unimproved, and the adjusted rental, shall be determined by arbitration pursuant to subparagraph (c) of this Section.

(c) Within ten (10) days of the expiration of the twentieth (20th), fortieth (40th) or sixtieth (60th) year of the term of this Lease, as the case may be, each of the parties hereto shall appoint in writing an arbitrator and give written notice thereof to the other party; or, in case of the failure of either party so to do, the other party may apply to the Superior Court of Orange County, California, to appoint an arbitrator to represent the defaulting party in the manner prescribed in the then existing statutes of the State of California, applicable to arbitration, the provisions of which statutes shall apply to and govern the arbitration herein provided for with the same effect as though incorporated herein. Within ten (10) days after the appointment of said two (2) arbitrators (in either manner), they shall appoint, in writing, a third arbitrator and give written notice thereto to Landlord and Tenant and, if they shall fail to do so, then either party hereto may make application to said Superior Court to appoint such third arbitrator in the manner prescribed in said arbitration statutes.

The three (3) arbitrators so appointed (in either manner) shall promptly fix a convenient time and place in the County of Orange for hearing the matter to be arbitrated and shall give reasonable written notice thereof to each of the parties hereto and with reasonable diligence shall hear and determine the matter in accordance with the provisions hereof and of said arbitration statutes, and shall execute and acknowledge their award thereon in writing and cause a copy thereof to be delivered to each of the parties hereto, and the award of a majority of said arbitrators shall determine the question arbitrated, and a judgment may be rendered by said Superior Court confirming said award, or the same may be vacated, modified or corrected by said Court



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at the instance of either of the parties hereto, in accordance with said arbitration statutes, and said judgment shall have the force and effect as provided in said statutes.

Each of the parties hereto shall pay for the services of its appointee, attorneys and witnesses and one-half (1/2) of all other proper costs of arbitration. Pending the final decision of such adjusted rental, Tenant shall pay to Landlord the amount of rent previously payable under Section 4.01 above as adjusted pursuant to Section 4.03(a) above. If such adjusted rental, as finally determined, shall exceed the amount of the previous rental, the excess amount accruing during the interim period shall be paid by Tenant to Landlord within thirty (30) days after the final determination of said adjusted rental. If such adjusted rental, as finally determined, shall be less than such previous rental, the amount of any excess paid by Tenant during said interim period shall be credited against the first rentals thereafter payable hereunder.

#### ARTICLE V TAXES AND ASSESSMENTS

##### 5.01 Tenant to Pay Taxes and Assessments.

In addition to the basic rental, Tenant shall pay and discharge all taxes and general and special assessments which may be levied upon or assessed against the leased land (or the portion thereof being subject to this Lease at the time such taxes become payable), and all interest therein and all improvements and other property thereon, and upon all rentals payable on this Lease (in the event that county secured real property taxes be assessed in whole or in part either on an ad valorem basis upon the leased land or upon rentals payable under the terms of the Lease thereof) as such taxes and assessments become due and payable during the term of this Lease. Taxes and assessments for the current fiscal year shall be prorated between Landlord and Tenant to the term commencement date. Tenant shall pay each installment of said taxes and assessments not later than the delinquency date thereof. Notwithstanding the foregoing, if Tenant shall, in good faith, contest the validity of said taxes and assessments, then Tenant, upon furnishing a sufficient surety bond to Landlord, may withhold payment pending settlement of its claim or may pay the same under protest and, in either case and at Tenant's expense, shall defend itself and Landlord against the same and shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against Landlord or the leased land. Landlord shall remain responsible for its income tax payable on revenue derived from this lease and all estate, inheritance, gift taxes and taxes of a similar nature.

##### 5.02 Tenant's Indemnity Re Taxes and Assessments.

Tenant agrees to protect and hold harmless Landlord and the leased land and all improvements in, on and about

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the leased land from all liability for any taxes and assessments for which Tenant is obligated pursuant to Section 5.01 above, together with any interest, penalties or other charges imposed and from any sale or other proceeding to enforce payment thereof.

5.03 Lack of Separate Assessment.

Tenant's obligations pursuant to Section 5.01 presume that the county tax assessor will separately assess the leased land and will send the tax bill therefor directly to Tenant. If the assessor sends the tax bill to Landlord, Tenant agrees to make the payments required under Section 5.01 within ten (10) days after Tenant's receipt from Landlord of a copy of any tax bill received by Landlord.

5.04 Tenant Entitled to Refund.

It is agreed that any refund made in any taxes or assessments paid by Tenant pursuant to this Article shall be the sole property of Tenant, and if any such refund is mistakenly paid to Landlord, Landlord agrees to immediately, and in no event later than three (3) days, pay the same over to Tenant.

5.05 Installment Election for Assessments.

Notwithstanding any other provision of this Article, Tenant may elect, as to any assessment levied against the leased land during the term of this Lease, to take advantage of the ability to cause such assessments to be payable in installments instead of in a lump sum. In such event, Tenant shall only be responsible to pay the installments which come due and payable during the term hereof.

ARTICLE VI  
ASSIGNMENT AND ENCUMBRANCE

6.01 When Landlord's Consent Required.

6.01.01 Landlord's Consent Required. Except as provided in Article III and in this Article VI, Tenant shall not encumber, assign or otherwise transfer this Lease, or sublet the whole or any part of the leased land without the prior written consent and approval of Landlord, which consent shall not be unreasonably withheld. Except as otherwise so permitted in this Lease, no assignment or other transfer, whether voluntary or involuntary, by operation of law, under legal process, by receivership, in bankruptcy, or otherwise, shall be valid or effective without the express prior written consent and approval of Landlord.

6.01.02 Assignments For Which Landlord's Consent Not Required.

(a)(1) If the Tenant be Robert P. Warming-ton, Tenant shall have the right, without obtaining Land-

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lord's consent, to assign its interest under this Lease to The Robert P. Warmington Co., a California corporation (as used herein The Robert P. Warmington Co. includes any corporation which succeeds to the assets of such corporation by merger, consolidation or purchase), to any other corporation in which Tenant (or The Robert P. Warmington Co.) has greater than a fifty (50%) percent proprietary interest, to any partnership or joint venture in which Tenant (or The Robert P. Warmington Co.) or any such other corporation or entity is the managing partner and to the heirs, devisees and personal representatives of Optionee.

(a)(2) If the Tenant be The Robert P. Warmington Co., a California corporation (or successor as provided in subsection (a)(1) above), Tenant shall have the right, without obtaining Landlord's consent, to assign its interest under this Lease to Robert P. Warmington, an individual, to any corporation in which Tenant or said individual has greater than a fifty (50%) percent proprietary interest, to any partnership or joint venture in which Tenant or said individual or any such corporation or entity is the managing partner, and to any corporation or other entity which succeeds to Tenant's interest by merger, consolidation or by sale of all or substantially all of Tenant's assets.

(b) Tenant shall further have the right to assign its interest under this Lease to any individual, corporation or entity which, at the time of the assignment, has a net worth of not less than THREE MILLION (\$3,000,000) DOLLARS and has experience substantially equal to that of Tenant in building and marketing single-family residences of the type to be built on the leased land. Robert P. Warmington and The Robert P. Warmington Co. shall each be considered as having identical experience.

(c) In the event of any assignment which complies with the foregoing, the assignor shall be released of any and all liability arising under this Lease from and after the effective date of the assignment.

(d) Notwithstanding the foregoing, within ten (10) days of a request therefor, Landlord shall execute an instrument in recordable form consenting to any assignment or other transfer made without its consent pursuant hereto.

#### 6.02 Hypothecation.

Landlord agrees and consents that Tenant may, without Landlord's prior consent, at any time and from time to time, mortgage, encumber, assign and hypothecate by mortgage or deed of trust (either of which is herein termed a "mortgage") all right, title and interest of Tenant in the leasehold estate created by this Lease to a lender (herein called "mortgagee"). Notwithstanding the foregoing, within ten (10) days of a request therefor from Tenant, Landlord agrees to execute an instrument in recordable form consenting to any such mortgage, encumbrance, assignment or hypo-

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the cation. If, notwithstanding the foregoing, Tenant's leasehold interest hereunder terminates under such foreclosure, assignment in lieu of foreclosure, the mortgagee shall be entitled to a new lease upon the same terms as this Lease and subject only to those things caused, created or consented to by Landlord to which Tenant's leasehold estate hereunder is subject as of the date of the recordation of the mortgage.

Except as hereinafter otherwise provided, the mortgage and all rights thereunder shall be subject to each and every of the covenants, conditions and restrictions of this Lease, and the same shall be subject to all rights and interest of Landlord, none of which shall be deemed waived by the foregoing consent. Tenant agrees to furnish to Landlord copies of all instruments, indentures or agreements executed by Tenant, and to be recorded, to perfect the hypothecation of the leasehold estate to a mortgagee.

Any mortgagee shall have the right at any time during the term hereof while this Lease is in full force and effect:

(a) To do any act required of Tenant hereunder, and all such acts done or performed shall be effective to prevent a forfeiture of Tenant's rights hereunder as if the same had been done or performed by Tenant; and

(b) To rely on the security afforded by the leasehold estate and to acquire and to succeed to the interest of Tenant hereunder by foreclosure, whether by judicial sale, by power of sale contained in any security instrument, or by assignment given in lieu of foreclosure, and thereafter convey or assign title to the leasehold estate so acquired to any other person, firm or corporation without the consent of Landlord as to the such initial transfer.

Landlord shall give written notice to mortgagee of any default by Tenant. Landlord shall not terminate this Lease by reason of such default of Tenant if the mortgagee shall:

(1) Cure such default within sixty (60) days after service on mortgagee of written notice from Landlord of Landlord's intention to terminate this Lease, except, however, (if the same cannot be cured by payment of rent, taxes, assessments and insurance premiums and other cash charges payable by Tenant hereunder within sixty (60) days) mortgagee shall have a reasonable time after sixty (60) days within which to cure such default so long as mortgagee is proceeding to cure such default with reasonable diligence, or

(11) Undertake on or before the expiration of said sixty (60) days or said reasonable time, in writing to perform all covenants of this Lease capable

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of performance by mortgagee. In the event of such undertaking, or in the event such default is not susceptible of being cured by mortgagee, such default shall be deemed cured if mortgagee shall proceed in a timely and diligent manner to accomplish the foreclosure of Tenant's interest; provided, however, that if said foreclosure proceedings shall be subject to leave of any court (as in the case of a bankruptcy proceeding) and such leave shall have been applied for but not obtained by mortgagee, such default shall be deemed cured nevertheless, if mortgagee shall have attempted to obtain such leave in a timely and diligent manner. The obligation of mortgagee for the performance of the terms of this Lease shall terminate upon the sale, transfer or assignment of the right, title and interest of mortgagee in the leasehold estate to any other person, firm or corporation.

Any provisions contained in this Lease to the contrary notwithstanding, any mortgagee or its assignee may enforce such mortgage and acquire title to the leasehold estate in any lawful manner and, pending foreclosure of any such mortgage, may take possession of and rent the leased land and upon foreclosure of such mortgage may, without further consent of Landlord, sell, transfer or assign the leasehold estate or sublet the leased land. Any purchase money, mortgage or deed of trust delivered in connection with any such assignment or transfer shall be entitled to the benefit of all of the provisions of this Lease regarding the rights of a mortgagee. Any person acquiring the leasehold estate from mortgagee shall, as a condition precedent to the enjoyment of the leasehold estate, assume in writing the liability for the performance of the obligations imposed upon Tenant by the terms of this Lease. Mortgagee shall furnish Landlord with an executed copy of the instrument of assignment or transfer and a copy of the undertaking made in accordance with the foregoing provisions. Upon said assumption the assignor shall be released from all obligations for performance of the terms of this Lease.

The foregoing provisions do not give any person the right to mortgage, hypothecate or otherwise encumber or to cause any liens to be placed upon the freehold estate of Landlord, nor shall the foregoing provisions in any event be construed as resulting in a subordination in whole or in part of the freehold estate of Landlord to any indebtedness of Tenant.

Notwithstanding the foregoing provisions, until such time as the indebtedness of Tenant to mortgagee shall have been fully paid, Landlord shall not, without the prior written consent of mortgagee first had and obtained, accept any surrender of this Lease, consent to any modification hereof or consent to the assignment hereof, or of any part or portion, of the term created thereby or of any interest therein; provided, however, at the time a Lot is sold and conveyed by a Residential Lease, there shall be recorded a reconveyance of the lien of the mortgage covering such Lot sold and conveyed by a Residential Lease.



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6.03 Subleases For Which Landlord's Consent Not Required.

(a) Landlord's consent shall not be required for any Consumer Subleases or for any subsequent transfer of the subleasehold estate thereunder.

(b) Tenant shall have the right, without Landlord's prior consent, to sublease its leasehold estate hereunder to any person or entity described in Section 6.01.02(a)(1). Said sublease is herein referred to as an "Affiliate Sublease".

ARTICLE VII  
LIENS

Tenant shall not suffer or permit to be enforced against the leased land, or any part thereof, any mechanics', laborers', materialmen's, contractors', subcontractors', or any other liens arising from or any claim for damages growing out of any work of construction or improvement, or any other claim or demand howsoever the same may arise, but Tenant shall pay or cause to be paid all of said liens, claims and demands before any action is brought to enforce the same against the leased land, and Tenant hereby indemnifies and agrees to hold Landlord and the leased land free and harmless from all liability for any and all such liens, claims and demands, together with all costs and expenses, including, but not limited to, attorneys' fees and court costs incurred by Landlord in connection therewith, and Landlord shall have the right, at any time and from time to time, to post and maintain on the leased land, or any part thereof, such notices of nonresponsibility as desired by Landlord or as may be provided by law. Notwithstanding anything to the contrary contained in this paragraph, if Tenant shall, in good faith, contest the validity of any such lien, claim or demand, then Tenant shall, at its expense, defend itself and Landlord against the same and shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against Landlord or the leased land, and if Landlord shall require, Tenant shall furnish to Landlord a surety bond satisfactory to Landlord in an amount equal to such contested lien, claim or demand indemnifying Landlord against liability for same; or, if Landlord shall request, Tenant shall procure and record the bond provided for in the Civil Code of the State of California, or any comparable statute hereafter enacted providing for a bond freeing the leased land from the effect of such lien or claim or action thereon.

ARTICLE VIII  
INDEMNIFICATION AND INSURANCE

8.01 Indemnity.

Landlord shall not be liable for any loss, damage, injury or claim of any kind or character to any person (including a Buyer) or property arising from or caused by

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the use or development of the leased land and the construction of improvements thereon, including, without limitation, any such loss, damage, injury or claim arising from or caused by (i) any use of the leased land, or any part thereof; (ii) any defect in the design, construction of or material in any structure or other improvement upon the leased land or in any other facility therein; (iii) any defect in soils or in the preparation of soils or in the design and accomplishment of grading; (iv) any act or omission of Tenant or any of its agents, employees, licensees, invitees or contractors; (v) any accident on the leased land or other casualty thereon; (vi) any representations by Tenant or any of its agents or employees; (vii) a violation or alleged violation by Tenant, its employees or agents, of any law now or hereafter enacted; (viii) any other cause whatsoever in connection with Tenant's use of the leased land; or (ix) the application of the principles of strict liability with respect to any act or omission during the term of this Lease of Tenant or its agents, employees, licensees, invitees or contractors in connection with the leased land, and Tenant, as a material part of the consideration of this Lease, except to the extent occasioned by the sole act or negligence or willful misconduct of Landlord or its employees, hereby waives on its behalf all claims and demands against Landlord for any such loss, damage or injury of Tenant, and hereby indemnifies and agrees to hold Landlord entirely free and harmless from all liability for any such loss, damage, injury or claim with respect to any person or property made by other persons, and with respect to any such violations or charges arising therefrom, including, without limitation, attorneys' fees and court costs incurred by Landlord in connection therewith.

#### 8.02 Insurance.

Tenant shall maintain at all times during the term of the Lease, at its expense and in companies acceptable to Landlord:

(a) Workmen's compensation insurance and employer's liability insurance.

(b) Comprehensive liability insurance, with limits of not less than FIVE HUNDRED THOUSAND (\$500,000) DOLLARS for any one person; ONE MILLION (\$1,000,000) DOLLARS for any one occurrence as to bodily injury or death; and ONE HUNDRED THOUSAND (\$100,000) DOLLARS per occurrence as to property damage.

Each policy of insurance shall be issued by insurers of recognized responsibility, qualified to do business in California, acceptable to Landlord and which has, at the execution hereof, a rating at least equal to AXV by Best's Insurance Guide (or other equivalent rating if such Guide be discontinued) and shall name Landlord as an additional insured. Prior to the time of commencement of this Lease, Tenant shall deliver certificates of insurance carriers of

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each policy of insurance as evidence of compliance with the above requirements and stating that not less than ten (10) days' written notice will be given to Landlord prior to cancellation or reduction in coverage or amount.

#### 8.03 Landlord's Indemnity.

The parties agree that Tenant shall have no liability by reason of the fact that a portion of Monterey Lane lies within an easement on the leased land as described on Exhibit A. Landlord hereby agrees to indemnify and hold Tenant and any community association formed by Tenant to service the residents of the leased land absolutely free and harmless from any loss, damage, injury, claim or cause of action of any kind arising out of the use, improvement or maintenance of said Monterey Lane, including, without limitation, attorneys' fees and court costs.

#### ARTICLE IX REMOVAL

Upon the expiration of the term of this Lease, Tenant shall quit and surrender possession of the leased land to Landlord. Upon the expiration of the term of this Lease, Tenant shall have the right to remove from the leased land any improvements erected on the leased land by Tenant and which, at the time of such expiration, remain the property of Tenant. Tenant shall promptly repair any damage to the leased land caused by such removal. If Tenant has not completed such removal within sixty (60) days of the expiration of the term hereof, all of such improvements shall automatically become the property of Landlord without the payment of any consideration therefor. In addition, before surrendering possession of the leased land as aforesaid, Tenant shall, without expense to Landlord, remove or cause to be removed from said leased land all movable signs, furnishings, equipment, trade fixtures, merchandise and other movable personal property installed or placed therein, and all debris and rubbish, and Tenant shall repair all damage to the leased land resulting from such removal. Upon such expiration, and if requested by Landlord, Tenant shall, within five (5) days of a request therefor, execute, acknowledge and deliver to Landlord an instrument in writing releasing and quitclaiming to Landlord all right, title and interest of Tenant in and to said leased land by reason of this Lease or otherwise. If Tenant fails to remove any of its signs, furnishings, equipment, trade fixtures, merchandise or other personal property within thirty (30) days after the expiration or earlier termination of this Lease, then Landlord may, at its sole option, (i) deem any or all of such items abandoned as the sole property of Landlord; or (ii) remove any or all of such items and dispose of same in any manner or store same for Tenant, in which event the expense of such disposition or storage shall be borne by Tenant and shall be immediately due and payable.

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ARTICLE X  
CONDEMNATION

The words "condemnation" or "condemned", as used in this paragraph, shall mean the exercise of, or intent to exercise, the power of eminent domain expressed in writing, as well as the filing of any action or proceeding for such purpose, by any person, entity, body, agency or authority having the right or power of eminent domain (the "condemning authority" herein), and shall include a voluntary sale to any such condemning authority, either under the threat of condemnation or while condemnation proceedings are pending, and the condemnation shall be deemed to occur in point of time upon the actual physical taking of possession pursuant to the exercise of said power of eminent domain. All award or compensation paid upon condemnation shall be allocated as follows: (1) Prior to the time the leased land or any portion is Placed under Development, the entire award shall be allocated, paid to and be the sole property of Landlord, except for Tenant's hard costs which shall be paid out of said award to Tenant, and (2) after the time the leased land or any portion thereof has been Placed under Development the entire award shall be allocated as follows: (a) to Tenant, a sum equal to the total of (i) the then fair market value of the buildings and other improvements constructed or installed by Tenant on the leased land; and (ii) the then fair market value of Tenant's leasehold interest in the leased land representing the present value of the aggregate of the difference, if any, between (a) the economic rental and (b) the basic rental, for the unexpired period prior to a basic rental adjustment as provided in Article IV; and (b) to Landlord, the remainder. Landlord may, with Tenant's written consent, agree to sell and/or convey the leased land or portion thereof to the condemning authority without first requiring that action or proceeding shall be instituted or, if any such action or proceeding shall be instituted, without requiring any trial or hearing thereof. All amounts paid by the condemning authority upon such voluntary sale or conveyance shall be allocated as provided above.

In determining the portion of a condemnation award or a payment for voluntary sale or conveyance under threat of condemnation, any appraisal performed by the condemning authority in connection with such award or conveyance shall be controlling. In the absence of such appraisal or agreement between Landlord and Tenant as to such amounts, each shall appoint an appraiser and the two shall select a third appraiser, and all three shall appraise the property for the purpose of such allocation of compensation for a condemnation with the average of the two appraisals which are the closest controlling.

If only a portion of the leased land is condemned, this Lease shall terminate if the mortgagee shall consent thereto in writing and if Tenant shall notify Landlord, within sixty (60) days of the condemnation, that the portion of the leased land remaining after the condemnation cannot be developed in the manner chosen by Tenant. If Tenant fails

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to timely give such notice, this Lease shall remain in full force and effect as to the remaining portion of the leased land, except that (a) the basic rental payable by Tenant shall be reduced in the proportion that the area of the portion taken bears to the area of the entire leased land, and (b) Tenant shall be entitled to use the award payable on such partial condemnation to repair any damage to the remaining portion of the leased land and improvements thereon.

As used in the foregoing, "Tenant's hard costs" shall mean all of Tenant's direct out-of-pocket expenses incurred with regard to the development or intended development of the leased land and shall include, without limitation, the following but shall not include any charge for overhead or other administrative expenses: engineering, architectural, environmental, legal, accounting and other consultants, development fees paid to governmental authorities, the cost of preparing and/or reproducing plans and specifications for such development, and the contract cost of improving the leased land (or Tenant's direct costs if such improvement is done by Tenant's employees).

**ARTICLE XI**  
**DEFAULT AND REMEDIES IN EVENT OF DEFAULT**

**11.01 Events of Default.**

Tenant shall be deemed in default under the terms of this Lease should Tenant:

(a) Use the leased land or suffer the same to be used for any purpose other than as authorized in this Lease for more than thirty (30) days after notice from Landlord specifying the unauthorized use; provided, however, if such unauthorized use is not capable of being cured within said thirty (30) day period, Tenant shall not be deemed in default hereunder so long as it commences to cure such unauthorized use within said period and thereafter diligently and continuously prosecutes the same to completion; or

(b) Default in the payment of any basic rental payment and such default shall continue for ten (10) days after notice thereof is given to Tenant; or

(c) Fail to pay or cause to be paid any tax, assessment, insurance premium, lien, claim, demand, judgment or other charge provided in this Lease to be paid or caused to be paid by Tenant at the times and in the manner hereinabove provided and such breach or default shall continue for thirty (30) days after notice thereof is given to Tenant; provided, however, the foregoing shall not prejudice Tenant's right to contest any claim or lien pursuant to Article VII above; or

(d) File a voluntary petition in bankruptcy or be adjudicated a bankrupt or insolvent or shall file



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any petition or answer seeking or acquiescing in any reorganization, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or shall seek or consent to or acquiesce on the appointment of any trustee, receiver or liquidator or shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due; or

(e) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Tenant seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree shall remain unvacated and unstayed for an aggregate of ninety (90) days (whether or not consecutive) from the first day of entry thereof; or any trustee, receiver, or liquidator of Tenant shall be appointed without the consent or acquiescence of Tenant and if such appointment shall remain unvacated and unstayed for an aggregate of ninety (90) days (whether or not consecutive); or

(f) Default in the performance of or breach of any other covenant, undertaking, duty, condition or restriction provided in this Lease to be kept and performed by Tenant thirty (30) days after written notice from Landlord specifying the nature of such default or breach; provided, however, if the nature of such default or breach is such that it is incapable of being cured within said thirty (30) day period, then Tenant shall not be deemed in default under this Lease if Tenant commences to cure the same within said thirty (30) day period and thereafter diligently and continuously (taking into account the nature of the default or breach) prosecutes such cure to completion.

#### 11.02 Remedies.

In the event of Tenant's default, Landlord may, at Landlord's option:

(a) Continue this Lease in effect without terminating Tenant's right to possession, even though Tenant has breached this Lease and abandoned the leased land; and to enforce all of Landlord's rights and remedies under this Lease, including the right to recover, by suit or otherwise, all sums and installments required to be paid in accordance with the provisions of Article IV above, or other monetary performance as it becomes due hereunder, or to enforce, by suit or otherwise, any other term or provision hereof on the part of Tenant required to be performed, it being specifically agreed that the aggregate unpaid installment indebtedness shall bear simple interest at the rate of ten (10%) percent per annum from the date thereof until paid, provided, however, that Landlord may, at any time thereafter, elect to terminate this Lease for such previous breach by notifying Tenant in writing that Tenant's right to possession of the leased land has been terminated; or

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(b) By written notice to Tenant, Landlord may declare this Lease at an end, re-enter the leased land by process of the law, eject all parties in possession thereof therefrom and repossess said leased land, in which event, Landlord shall have the right to recover from Tenant;

(i) The worth at the time of award of the unpaid rent which has been earned at the time of termination;

(ii) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Tenant proves could have been reasonably avoided;

(iii) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that the Tenant proves could be reasonably avoided;

(iv) All other amounts necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations hereunder or which in the ordinary course of things are likely to result therefrom; and

(v) In computing "worth at the time of award" Landlord shall be allowed interest at the rate of ten (10%) percent per annum.

The remedies of Landlord, as hereinabove provided, are cumulative and in addition to and not exclusive of any other remedy of Landlord herein given or which may be permitted by law. The remedies of Landlord are subject to the provisions of Section 6.02.

#### 11.03 Termination on Default.

Upon such termination, Tenant, if required by Landlord so to do by written notice to Tenant, shall within sixty (60) days, cause all improvements, structures and appurtenances thereto belonging to Tenant or those claiming under Tenant, to be removed from the leased land (or the portion of the leased land being then the subject of this Lease) and Tenant shall cause any excavations to be filled and all foundations, debris and other parts to be removed and the premises thereof surrendered in a clean and orderly condition. In the event any such improvements shall not be removed within the time period as provided in this Section 11.03, the same shall, at the option of the Landlord, become the property of Landlord, without any requirement for the payment of consideration therefor; provided, however, that any such termination of this Lease shall not relieve the Tenant or its successors and assigns, if any, from liability for damages which Landlord may incur by reason of Tenant's

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default in failing to remove all structures, improvements and appurtenances (excluding the aforementioned type of improvements and installations) and to remove all debris within said time period.

11.04 Quitclaim.

Upon such termination of this Lease, Tenant, following Landlord's request, shall execute, acknowledge and deliver to Landlord a quitclaim deed quitclaiming all right, title and interest of Tenant in and to the leased land.

ARTICLE XII  
MISCELLANEOUS

12.01 Short Form.

This Lease shall not be recorded, but the Ground Lease (Short Form-Memorandum), in the form attached hereto as Exhibit C and by this reference made a part hereof, shall be executed and recorded by the parties hereto upon the execution of this Lease.

12.02 Landlord's Cooperation.

Landlord agrees to cooperate with Tenant in developing the leased land in the manner chosen by Tenant, including, without limitation, attending a reasonable number of meetings with Tenant and/or jurisdictional government agencies.

12.03 Construction of Lease.

The language in all parts of this Lease shall, in all cases, be construed as a whole and in accordance with its fair meaning and not restricted for or against either Landlord or Tenant. The captions of the paragraphs and subparagraphs of this Lease are for convenience only and shall not be considered or referred to in resolving questions or construction.

12.04 Severability.

If any provision of this Lease shall be adjudged to be invalid, void or illegal, it shall in no way affect, impair or invalidate any other provision hereof, the parties hereby agreeing that they would have entered into the remaining portion of this Lease notwithstanding the omission of the portion or portions adjudged invalid, void or illegal.

12.05 Relationship of the Parties.

The relationship of the parties hereto is that of Landlord and Tenant, and it is expressly understood and agreed that Landlord does not in any way nor for any purpose become a partner of Tenant or a joint venturer with Tenant in the conduct of Tenant's business or otherwise, and that

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the provisions of any agreement between Landlord and Tenant relating to rent are made solely for the purpose of providing a method whereby rental and purchase payments are to be measured and ascertained.

12.06 Notices.

Any notice to be given or other document to be delivered by either party, or all payments of rental, may be delivered in person to either party or may be deposited in the United States mail in the State of California, duly certified, return receipt requested, with postage prepaid, and addressed to the party for whom intended at the address appearing at the head of this Lease. In the event that Landlord has received notice of the hypothecation by Tenant of his leasehold estate with a mortgage, all notices to be sent by Landlord to Tenant hereunder shall be effective only if a copy thereof is sent to the Mortgagee at the address supplied to Landlord by Tenant or such Mortgagee.

Either party hereto may from time to time by written notice to the other party designate a different address which shall be substituted for the one above specified. If any notice or other document is sent by registered or certified mail, as aforesaid, the same shall be deemed served or delivered forty-eight (48) hours after the mailing in the County of Orange, as above provided.

12.07 Attorneys' Fees.

In the event of any dispute between the parties hereto involving the covenants or conditions contained in this Lease or arising out of the subject matter of this Lease, the prevailing party shall be entitled to recover reasonable expenses, attorneys' fees and costs.

In the event Landlord is made a party to litigation arising out of acts or negligence by Tenant regarding the subject matter of this Lease, Landlord shall be entitled to recover from Tenant its reasonable expenses, attorneys' fees and costs incurred in such litigation. Tenant hereby indemnifies and agrees to hold Landlord harmless of and from all liabilities, costs and expenses arising from any such litigation.

12.08 Waiver.

No delay or omission by either party hereto in exercising any right or power accruing upon the noncompliance or failure to perform by the other party hereto under the provisions of this Lease shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party hereto of any of the covenants, conditions or agreements hereto to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions and conditions hereof.

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12.09 Inspection.

Landlord reserves the right for Landlord and Landlord's agents and representatives to enter upon the leased land at any reasonable time following reasonable notice for the purpose of attending to Landlord's interest hereunder, and to inspect the leased premises.

12.10 Covenants and Conditions.

Each of the covenants in this Lease shall be deemed and construed as conditions and each and every covenant shall be deemed covenants running with the land.

12.11 Entire Agreement.

This Lease contains the entire agreement of the parties hereto with respect to the matters covered hereby, and no other previous agreement, statement or promise made by any party hereto which is not contained herein shall be binding or valid.

12.12 Non-disturbance.

No mortgage or deed of trust placed on the leased land by Landlord shall be superior to the interest of Tenant herein, unless Landlord and Tenant execute an agreement in recordable form satisfactory to the Tenant that in the event of judicial or private foreclosure, or deed in lieu of foreclosure, or any other action taken by such mortgagee or beneficiary, this Lease and the rights of Tenant hereunder shall not be disturbed by reason of any such foreclosure or other action, but shall continue in full force and effect so long as this Lease shall remain in full force and effect and that in the event of any conflict between the terms of this Lease and any such mortgage or deed of trust with regard to insurance or condemnation proceeds or any other provisions of the Lease or the mortgage or the deed of trust, the terms and provisions of this Lease shall prevail.

12.13 Estoppel Certificates.

Landlord and Tenant shall at any time and from time to time, upon not less than ten (10) days prior written request by the other party or parties to this Lease, execute, acknowledge and deliver to such party or parties a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there has been any modification thereof that the same is in full force and effect as modified and stating the modification or modifications) and that there are no defaults existing (or if there is any claimed default stating the nature and extent thereof); and stating the dates to which the rent and other charges have been paid in advance. It is expressly understood and agreed that any such statement delivered pursuant to this section may be relied upon by any prospective assignee or sublessee of the leasehold estate, or estates

May-01-02 04:24pm

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of Tenant, or any prospective purchaser of the estate of Landlord, or any lender or prospective assignee of any lender on the security of the leased land or the fee estate or any part thereof, or upon the leasehold estate of Tenant or any part thereof, and any third person.

12.14 Signs.

Tenant shall be entitled to place on the leased land such advertising signs as it deems necessary or proper for the development and marketing of the leased land.

12.15 Merger.

There shall be no merger of this Lease or the leasehold estate hereunder with the fee estate in the leased land by reason of the fact that the Lease or any interest hereunder may be held for the account of a person or entity who is the owner of the fee estate in the leased land or any portion thereof, unless a written instrument effectuating such merger is recorded.

IN WITNESS WHEREOF, each of the parties hereto has caused this Lease to be executed as of the day and year first above written.

HOUSER BROS. CO.  
A California Limited Partnership

By *Clifford C. Houser*  
CLIFFORD C. HOUSER,  
General Partner

By *Vernon F. Houser*  
VERNON F. HOUSER,  
General Partner

"Landlord"

*Robert P. Warmington*  
ROBERT P. WARMINGTON

"Tenant"



## Title Chain & Lien Report

16222 Monterey Ln, Huntington Beach, CA 92649-6214

APN: 178-011-16

Orange County Data as of: 08/03/2020

Search Start Date: 01/01/1967 Start Date: 01/01/1967  
Search End Date: 08/19/2020 End Date: 08/19/2020

Date	Type	Grantor	Grantee	Document #	Doc Ref.
10/22/1979	Lease	Warrington Robert	Robert P Warrington	13362.317	
10/22/1979	Lease	Houser Bros	Warrington Robert	13362.320	
11/06/1979	Cancellation	Houser Bros		13383.1868	
12/06/1979	Lease	Houser Bros	Warrington Robert	13424.499	
12/06/1979	Lease	Warrington Robert	Robert P Warrington	13424.504	
09/02/1980	Plat, County Miscellaneous Plat			13726.1096	
09/02/1980	Plat, County Miscellaneous Plat			13726.1130	
09/02/1980	Plat, County Miscellaneous Plat			13726.1166	
09/02/1980	Plat, County Miscellaneous Plat			13726.1202	
09/02/1980	Plat, County Miscellaneous Plat			13726.1232	
09/02/1980	Plat, County Miscellaneous Plat			13726.1268	
09/02/1980	Plat, County Miscellaneous Plat			13726.1304	
09/02/1980	Plat, County Miscellaneous Plat			13726.1340	
09/02/1980	Plat, County Miscellaneous Plat			13726.1099	
09/02/1980	Plat, County Miscellaneous Plat			13726.1133	
09/02/1980	Plat, County Miscellaneous Plat			13726.1169	
09/02/1980	Plat, County Miscellaneous Plat			13726.1205	
09/02/1980	Plat, County Miscellaneous Plat			13726.1235	
09/02/1980	Plat, County Miscellaneous Plat			13726.1271	
09/02/1980	Plat, County Miscellaneous Plat			13726.1307	
09/02/1980	Plat, County Miscellaneous Plat			13726.1343	
09/08/1980	Plat, County Miscellaneous Plat			13733.192	
09/08/1980	Plat, County Miscellaneous Plat			13733.272	
09/08/1980	Plat, County Miscellaneous Plat			13733.195	

09/08/1980	Plat, County Miscellaneous Plat			13733.275	
09/26/1980	Plat, County Miscellaneous Plat			13760.957	
10/03/1980	Release			13773.4	
10/03/1980	Release			13773.7	
10/10/1980	Plat, County Miscellaneous Plat			13783.1726	
10/10/1980	Plat, County Miscellaneous Plat			13783.1779	
10/10/1980	Plat, County Miscellaneous Plat			13783.1729	
10/10/1980	Plat, County Miscellaneous Plat			13783.1782	
10/14/1980	Plat, County Miscellaneous Plat			13787.1775	
10/14/1980	Plat, County Miscellaneous Plat			13787.1828	
10/14/1980	Plat, County Miscellaneous Plat			13787.1778	
10/14/1980	Plat, County Miscellaneous Plat			13787.1831	
10/17/1980	Plat, County Miscellaneous Plat			13793.949	
10/17/1980	Plat, County Miscellaneous Plat			13793.952	
07/06/1990	Deed	Houser Bros	Houser Bros	1990.357100	
07/06/1990	Deed Of Trust	Houser Bros	Union Bank	1990.357101	342851
07/21/1997	Amendment	Houser Bros		1997.342851	
10/06/1993	Deed	Malmberg Jack N &	Malmberg Jack N &	1993.678726	
10/08/1993	Declaration Of Homestead	Sullivan John L		1993.686386	
01/27/1994	Declaration Of Homestead	Gibbons Robert L		1994.66495	
07/13/1994	Declaration Of Homestead	Hunn Nancy C		1994.451177	
01/28/1997	Declaration Of Homestead	Rounds Royal E		1997.40615	
07/31/1998	Reconveyance			1998.499256	
06/19/2000	Declaration Of Homestead	Newton Carol A		2000.321481	
08/23/2007	Declaration Of Homestead	Moomau Linda Charl		2007.523219	
09/15/2014	Declaration Of Homestead	Radzinski Linda M		2014.372099	
05/22/2017	Declaration Of Homestead	Vanzyl Vonne H		2017.208348	

#### Liens, Filings & Judgments

16222 Monterey Ln, Huntington Beach, CA 92649-6214

Search Start Date: 01/01/1967 Name(s) Searched: Houser Bros Co, Houser Bros Co Trust  
Search End Date: 08/19/2020 Match: Exact

Date	Type	Subject Name	Document #	Doc Ref.
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06/10/1971	Certificate Of Partnership	Houser	9572.175	
07/31/1972	Certificate Of Partnership	Houser Bros	10251.992	
08/17/1976	Amendment	Houser	11854.900	
09/23/1980	Plat, County Miscellaneous Plat	Houser Bros	13754.281	
09/23/1980	Plat, County Miscellaneous Plat	Houser Bros	13754.291	
11/04/1983	Lien	Houser Bros	1983.499211	282543
^ 07/31/1985	Release	Houser Bros	1985.282543	
05/02/1989	Amendment	Houser	1989.232116	
07/06/1990	Deed Of Trust	Houser Bros	1990.357101	342851
^ 07/21/1997	Amendment		1997.342851	
07/09/1990	Certificate Of Partnership	Houser Bros	1990.361236	
07/31/1998	Reconveyance		1998.499256	
11/09/2004	Certificate Of Delinquency Of Personal Property Tax	Houser Bros CX	2004.1008431	
11/09/2004	Certificate Of Delinquency Of Personal Property Tax	Houser Bros CX	2004.1008432	
04/03/2006	State Tax Lien	Houser Brothers	2006.219506	409646
^ 07/30/2009	Release	Houser Brothers	2009.409646	
12/03/2008	State Tax Lien	Houser Brothers	2008.557266	409647
^ 07/30/2009	Release	Houser Brothers	2009.409647	
07/01/2009	Release	Houser Brothers	2009.347624	
12/03/2010	State Tax Lien	Houser Brothers	2010.652383	157636
^ 03/28/2011	Release	Houser Brothers	2011.157636	
06/14/2011	Release	Houser	2011.290442	
12/06/2011	Certificate Of Delinquency Of Personal Property Tax	Houser Bros	2011.636007	
12/06/2011	Certificate Of Delinquency Of Personal Property Tax	Houser Bros	2011.636008	
11/07/2014	Certificate Of Delinquency Of Personal Property Tax	Houser Bros Co	2014.469087	
11/07/2014	Certificate Of Delinquency Of Personal Property Tax	Houser Bros Co	2014.469088	
11/08/2016	Certificate Of Delinquency Of Personal Property Tax	Houser Bros Co	2016.564698	
11/19/2019	Certificate Of Delinquency Of Personal Property Tax	Houser Bros Co	2019.480966	8699
^ 01/08/2020	Release	Houser Bros Co	2020.8699	

BK 13362 PG 317

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO: 32442

The Robert P. Warmington Co.  
16592 Hale Avenue  
Irvine, California 92714 \$5.00

RECORDED AT REQUEST OF  
FIRST AMER. TITLE INS. CO.  
IN OFFICIAL RECORDS OF  
ORANGE COUNTY, CALIFORNIA  
8:01 A.M. OCT 22 1979  
LEE A. BRANCH, County Recorder

Space Above This Line for Recorder's Use Only

GROUND SUBLEASE  
(SHORT FORM-MEMORANDUM)

THIS GROUND SUBLEASE (SHORT FORM-MEMORANDUM) is made this  
19th day of October, 1979, by and between ROBERT P.  
WARMINGTON (hereinafter "Landlord") and THE ROBERT P. WARMINGTON CO.,  
a California Corporation (hereinafter "Tenant"), upon the following  
terms and conditions:

W I T N E S S E T H:

1. Landlord leases to Tenant that certain real property  
(the "leased land") located in the City of Huntington Beach, County of  
Orange, State of California, which leased land is described on  
Exhibit "A" attached hereto and made a part hereof, at the rental and  
upon all of the terms and conditions set forth in that certain unrecorded  
Ground Sublease of even date between Landlord and Tenant which is  
incorporated herein by this reference.
2. The Property is leased for a term of eighty (80) years,  
commencing as of October 19, 1979 and ending October 18, 2059. The aforementioned incorporated Ground Sublease  
provides, among other things, that it shall terminate as to the real  
property covered by a Consumer Sublease (as defined in said incorporated  
Ground Sublease) upon the commencement of the term of such Consumer  
Sublease.
3. The aforementioned incorporated Ground Sublease provides,  
among other things, that the Tenant shall pay all taxes, general and  
special assessments and other charges which, during the term of this  
lease, may be levied upon or assessed against the leased land and all  
interests therein.
4. The aforementioned incorporated Ground Sublease also  
provides, among other things, that Tenant shall not encumber, assign or  
otherwise transfer said Sublease, or sublet the whole or any part of  
the leased land without the prior written consent and approval of  
Landlord, except as otherwise expressly permitted in said incorporated  
Ground Sublease.
5. Landlord hereby irrevocably makes, constitutes and  
appoints Tenant as Landlord's true and lawful attorney for him and  
in his name, place and stead and for his use and benefit to exercise  
any or all of the following powers as to the leased land, any interest  
therein and/or any building or other improvement thereon: To undertake  
any and all construction activities on or in connection with the leased  
land and to execute on behalf of Landlord if Landlord has not executed  
the same, as provided and within the time period set forth in said  
incorporated Ground Sublease, any map, permit, application, survey,  
report, approval, easement deed or other documents as are necessary or  
convenient to obtain the required approvals, permits or other action of  
the City of Huntington Beach, the County of Orange, California, and

BK 13362 PG 318

other governmental and quasi governmental authorities, including public utilities, for the development of the leased land in the manner contemplated by said incorporated Ground Sublease, giving and granting unto his said attorney full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done in and about the leased land as fully to all intents and purposes as he might or could do if personally present, hereby ratifying all that his said attorney shall lawfully do or cause to be done by virtue of these presents. It is expressly agreed and understood that the foregoing power of attorney is coupled with an interest.

6. Should there be any inconsistency between the terms of this instrument and the Ground Sublease incorporated herein, the terms of said incorporated Ground Sublease shall prevail.

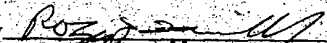
IN WITNESS WHEREOF, each of the parties hereto has caused this Short Form-Memorandum of Ground Sublease to be duly executed as of the day and year first above written.

LANDLORD:

  
Robert P. Warmington

TENANT:

The Robert P. Warmington Co.,  
a California Corporation

By   
Roger D. Darnell  
Vice President

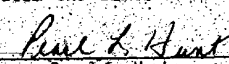
STATE OF CALIFORNIA) ss:  
COUNTY OF ORANGE )

On October 19, 1979, before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT P. WARMINGTON known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

WITNESS my hand and official seal.



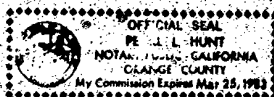
OFFICIAL SEAL  
PEARL L. HUNT  
NOTARY PUBLIC - CALIFORNIA  
ORANGE COUNTY  
My Commission Expires Mar 25, 1983

  
Pearl L. Hunt

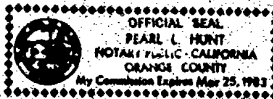
STATE OF CALIFORNIA) ss:  
COUNTY OF ORANGE )

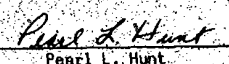
On October 19, 1979, before me, the undersigned, a Notary Public in and for said State, personally appeared ROGER D. DARNELL known to me to be the Vice President of the Corporation that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.



OFFICIAL SEAL  
PEARL L. HUNT  
NOTARY PUBLIC - CALIFORNIA  
ORANGE COUNTY  
My Commission Expires Mar 25, 1983



  
Pearl L. Hunt



BK 13362 PG 319

EXHIBIT "A"

PARCEL A: Parcel 1 as per Parcel Map recorded in Book 108, Pages 47 and 48, inclusive, Official Records of Orange County, California.

EXCEPTING and reserving a non-exclusive easement for ingress and egress within and upon the Westerly 30.00 feet thereof appurtenant to Parcel 2 as Per Map recorded in Book 108, Pages 47 and 48, inclusive, Official Records of Orange County, California within the private street known as "Monterey Lane".

PARCEL B: A non-exclusive easement for ingress and egress within and upon an area 30.00 feet in width within the private street known as "Monterey Lane", within Parcel 2 as per Map recorded in Book 108, Pages 47 and 48, inclusive, Official Records of Orange County, California the Easterly boundary of which shall be Co-Terminus with the Westerly boundary of said Parcel 1.

EXHIBIT "A"

RECORDED

Branch :A14,User :2004

Comment:

Station Id :M3Y7

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

The Robert P. Warmington Co. 32443  
1659 Hale Avenue  
Irvine, California 92714  
Attention: Roger D. Darnell \$6.00

BK 13362 PG. 320

RECORDED AT REQUEST OF  
FIRST AMER. TITLE INS. CO.  
IN OFFICIAL RECORDS OF  
ORANGE COUNTY, CALIFORNIA  
8:01 A.M. OCT. 22, 1979  
LEE A. BRANCH, County Recorder

(Space above line for Recorder's use only)

GROUND LEASE

(SHORT FORM - MEMORANDUM)

THIS GROUND LEASE (SHORT FORM - MEMORANDUM) is made  
this 19th day of October, 1979, by and between  
HOUSER BROS. CO., a limited partnership, organized and  
existing under the laws of the State of California (herein-  
after "Landlord"), and ROBERT P. WARMINGTON, a married man  
(hereinafter "Tenant"); upon the following terms and con-  
ditions:

W I T N E S S E T H:

1. Landlord leases to Tenant that certain real prop-  
erty (the "leased land") located in the City of Huntington  
Beach, County of Orange, State of California, which leased  
land is described in Exhibit A attached hereto and made a  
part hereof, at the rental and upon all the terms and condi-  
tions set forth in that certain unrecorded ground lease of  
even date between Landlord and Tenant which is incorporated  
herein by this reference.

2. The property is leased for a term of eighty (80)  
years, commencing as of the date first above written and  
continuing until the anniversary of the eightieth (80th)  
year thereafter. The aforementioned incorporated ground  
lease provides, among other things, that it shall terminate  
as to the real property covered by a Residential Lease (as  
defined in said incorporated ground lease) upon the com-  
mencement of the term of such Residential Lease, but not as  
to the real property covered by a Consumer Sublease or  
Affiliate Sublease (as defined in said incorporated ground  
lease).

3. The aforementioned incorporated ground lease pro-  
vides, among other things, that the Tenant shall pay all  
taxes, general and special assessments and other charges  
which, during the term of this lease, may be levied upon or  
assessed against the leased land and all interests therein.

4. The aforementioned incorporated ground lease al-  
so provides, among other things, that Tenant shall not en-  
cumber, assign or otherwise transfer said lease, or sublet  
the whole or any part of the leased land without the prior  
written consent and approval of Landlord, except as other-  
wise expressly permitted in said incorporated ground lease.

-1-



BK 13362 PG 321

5. Landlord hereby irrevocably makes, constitutes and appoints Tenant as Landlord's true and lawful attorney for it and in its name, place and stead and for its use and benefit to exercise any or all of the following powers as to the leased land, any interest therein and/or any building or other improvement thereon: To undertake any and all construction activities on or in connection with the leased land and to execute on behalf of Landlord if Landlord has not executed the same, as provided and within the time period set forth in said incorporated ground lease, any map, permit, application, survey, report, approval, easement deed or other documents as are necessary or convenient to obtain the required approvals, permits or other action of the City of Huntington Beach, the County of Orange, California, and other governmental and quasi governmental authorities, including public utilities, for the development of the leased land in the manner contemplated by said incorporated ground lease, giving and granting unto its said attorney full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done in and about the leased land as fully to all intents and purposes as it might or could do if personally present, hereby ratifying all that its said attorney shall lawfully do or cause to be done by virtue of these presents. It is expressly agreed and understood that the foregoing power of attorney is coupled with an interest.

6. Should there be any inconsistency between the terms of this instrument and the ground lease incorporated herein, the terms of said incorporated ground lease shall prevail.

IN WITNESS WHEREOF, each of the parties hereto has caused this Short Form Memorandum of Lease to be duly executed as of the day and year first above written.

HOUSER BROS. CO., a California  
limited partnership by its  
general partners

By Clifford C. Houser  
Clifford C. Houser,  
General Partner

By Vernon F. Houser  
Vernon F. Houser,  
General Partner

"Landlord"

Robert P. Warmington  
Robert P. Warmington

"Tenant"



BK 13362 PG 322

EXHIBIT "A"

PARCEL A: Parcel 1 as per Parcel Map recorded in Book 108, Pages 47 and 48, inclusive, Official Records of Orange County, California.

EXCEPTING and reserving a non-exclusive easement for ingress and egress within and upon the Westerly 30.00 feet thereof appurtenant to Parcel 2 as Per Map recorded in Book 108, Pages 47 and 48, inclusive, Official Records of Orange County, California within the private street known as Monterey Lane.

PARCEL B: A non-exclusive easement for ingress and egress within and upon an area 30.00 feet in width within the private street known as "Monterey Lane", within Parcel 2 as per Map recorded in Book 108, Pages 47 and 48, inclusive, Official Records of Orange County, California the Easterly boundary of which shall be Co-Terminus with the Westerly boundary of said Parcel 1.

EXHIBIT "A"



BK 13362 PG. 323

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) ss.

On this 19th day of OCTOBER, 1979,  
before me, a Notary Public, personally appeared Clifford C.  
Houser and Vernon F. Houser, known to me to be the general  
partners of the partnership that executed the within instru-  
ment, and acknowledged to me that such partnership executed  
the same.

WITNESS my hand and official seal:

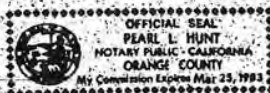


*Christine A. Belmonte*  
Notary Public in and for said  
County and State

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) ss.

On this 19th day of October, 1979, before me, the  
undersigned, a Notary Public in and for said State, person-  
ally appeared Robert P. Warmington, known to me to be the  
person whose name is subscribed to the within instrument,  
and acknowledged to me that he executed the same.

WITNESS my hand and official seal:



*Pearl L. Hunt*  
Notary Public in and for said  
County and State

RECORDED

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

8346

32443

56.00

7.00  
C1

BK 13362 PG 320

BK 13424 PG 498

RECORDED AT REQUEST OF  
FIRST AMER. TITLE INS. CO.  
IN OFFICIAL RECORDS OF  
ORANGE COUNTY, CALIFORNIA  
8:01 A.M. OCT 22 1979  
LEE A. BRANCH, County Recorder

(Space above line for Recorder's use only)

RECORDING REQUESTED BY  
FIRST AMER. TITLE INS. CO.  
RECORDED IN OFFICIAL RECORDS  
OF ORANGE COUNTY, CALIFORNIA  
3:25 PM DEC 6 1979  
LEE A. BRANCH, County Recorder

GROUND LEASE  
(SHORT FORM - MEMORANDUM)

THIS GROUND LEASE (SHORT FORM - MEMORANDUM) is made  
this 19th day of October, 1979, by and between  
ROUSER BRUS. CO., a limited partnership, organized and  
existing under the laws of the State of California (herein-  
after "Landlord"), and ROBERT P. WARMINGTON, a married man  
(hereinafter "Tenant"), upon the following terms and con-  
ditions:

W I T N E S S E T H:

1. Landlord leases to Tenant that certain real prop-  
erty (the "leased land") located in the City of Huntington  
Beach, County of Orange, State of California, which leased  
land is described in Exhibit A attached hereto and made a  
part hereof, at the rental and upon all the terms and condi-  
tions set forth in that certain unrecorded ground lease of  
even date between Landlord and Tenant which is incorporated  
herein by this reference.
2. The property is leased for a term of eighty (80)  
years, commencing as of the date first above written and  
continuing until the anniversary of the eightieth (80th)  
year thereafter. The aforementioned incorporated ground  
lease provides, among other things, that it shall terminate,  
as to the real property covered by a Residential Lease (as  
defined in said incorporated ground lease) upon the com-  
mencement of the term of such Residential Lease, but not as  
to the real property covered by a Consumer Sublease or  
Affiliate Sublease (as defined in said incorporated ground  
lease).
3. The aforementioned incorporated ground lease pro-  
vides, among other things, that the Tenant shall pay all  
taxes, general and special assessments and other charges  
which, during the term of this lease, may be levied upon or  
assessed against the leased land and all interests therein.
4. The aforementioned incorporated ground lease al-  
so provides, among other things, that Tenant shall not en-  
cumber, assign or otherwise transfer said lease, or sublet  
the whole or any part of the leased land without the prior  
written consent and approval of Landlord, except as other-  
wise expressly permitted in said incorporated ground lease.

-I-



BK 13362 PG 321  
BK 13424 PG 500

5. Landlord hereby irrevocably makes, constitutes and appoints Tenant as Landlord's true and lawful attorney for it and in its name, place and stead and for its use and benefit to exercise any/or all of the following powers as to the leased land, any interest therein and/or any building or other improvement thereon: To undertake any and all construction activities on or in connection with the leased land and to execute on behalf of Landlord if Landlord has not executed the same, as provided and within the time period set forth in said incorporated ground lease, any map, permit, application, survey, report, approval, easement deed or other documents as are necessary or convenient to obtain the required approvals, permits or other action of the City of Huntington Beach, the County of Orange, California, and other governmental and quasi governmental authorities, including public utilities, for the development of the leased land in the manner contemplated by said incorporated ground lease, giving and granting unto its said attorney full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done in and about the leased land as fully to all intents and purposes as it might or could do if personally present, hereby ratifying all that its said attorney shall lawfully do or cause to be done by virtue of these presents. It is expressly agreed and understood that the foregoing power of attorney is coupled with an interest.

6. Should there be any inconsistency between the terms of this instrument and the ground lease incorporated herein, the terms of said incorporated ground lease shall prevail.

IN WITNESS WHEREOF, each of the parties hereto has caused this Short Form - Memorandum of Lease to be duly executed as of the day and year first above written.

HOUSER BROS. CO., a California  
limited partnership by its  
general partners

By Clifford C. Houser  
Clifford C. Houser,  
General Partner

By Vernon P. Houser  
Vernon P. Houser,  
General Partner

Robert P. Warrington  
Robert P. Warrington  
"Landlord"

"Tenant"

BK 13362 PG 322

BK 13424 PG 501

EXHIBIT "A"

PARCEL A: Tract No. 10542, as shown on a Map recorded in book 456, pages 49 and 50 of Miscellaneous Maps, records of Orange County, California.

EXCEPTING and reserving a non-exclusive easement for ingress and egress within and upon the Westerly 30.00 feet thereof appurtenant to Parcel 2 as Per Map recorded in Book 108, Pages 47 and 48, inclusive, Official Records of Orange County, California within the private street known as "Monterey Lane".

PARCEL B: A non-exclusive easement for ingress and egress within and upon an area 30.00 feet in width within the private street known as "Monterey Lane", within Parcel 2 as per Map recorded in Book 108, Pages 47 and 48, inclusive, Official Records of Orange County, California the Easterly boundary of which shall be Co-Terminus with the Westerly boundary of said Parcel 1.

••THIS DOCUMENT IS RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION OF PARCEL A.

EXHIBIT "A"

BK 13362 PB 323

BK 13424 PB 502

STATE OF CALIFORNIA )

COUNTY OF ORANGE ) ss.

On this 19th day of OCTOBER, 1979,  
before me, a Notary Public, personally appeared Clifford C.  
Houser and Vernon F. Houser, known to be to be the general  
partners of the partnership that executed the within instru-  
ment, and acknowledged to me that such partnership executed  
the same.

WITNESS my hand and official seal.



*Christine A. Belmonte*  
Notary Public in and for said  
County and State

STATE OF CALIFORNIA )

COUNTY OF ORANGE ) ss.

On this 19th day of October, 1979, before me, the  
undersigned, a Notary Public in and for said State, person-  
ally appeared Robert P. Warmington, known to me to be the  
person whose name is subscribed to the within instrument,  
and acknowledged to me that he executed the same.

WITNESS my hand and official seal.



*Pearl L. Hunt*  
Notary Public in and for said  
County and State

STATE OF CALIFORNIA  
COUNTY OF Orange } ss. BK 13424 PG 503  
On \_\_\_\_\_ before me, the undersigned, a Notary Public in and for  
said State, personally appeared  
Clifford G. Houser and Vernon F. Houser,  
known to me to be all of the partners of the partnership  
that executed the within instrument and acknowledged to me that  
such partnership executed the same.  
WITNESS my hand and official seal.  
Signature Kerry K. Hoffman  
Name (Typed or Printed) KERRY K. HOFFMAN  
OFFICIAL SEAL  
KERRY K. HOFFMAN  
NOTARY PUBLIC - CALIFORNIA  
ORANGE COUNTY  
My Commission Expires Oct 25, 1983  
(This area for official notarial seal)

STATE OF CALIFORNIA  
COUNTY OF Orange } ss.  
On December 6, 1979 before me, the undersigned, a Notary Public in and for  
said State, personally appeared  
Robert P. Warmington  
known to me to be the person whose name is  
subscribed to the within instrument, and acknowledged to me  
that he executed the same.  
WITNESS my hand and official seal.  
Signature Pearl L. Hunt  
Name (Typed or Printed) PEARL L. HUNT  
OFFICIAL SEAL  
PEARL L. HUNT  
NOTARY PUBLIC - CALIFORNIA  
ORANGE COUNTY  
My Commission Expires Mar 25, 1983  
(This area for official notarial seal)

8347  
32442  
\$5.00  
\$6.00  
C1

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:  
The Robert P. Warmington Co.  
16592 Hale Avenue  
Irvine, California 92714

BK 13362 PG 317  
BK 13424 PG 504

RECORDED AT REQUEST OF  
FIRST AMER. TITLE INS. CO.  
IN OFFICIAL RECORDS OF  
ORANGE COUNTY, CALIFORNIA  
8:01 A.M. OCT 22 1979  
LEE A. BRANCH, County Recorder

Space Above This Line for Recorder's Use Only

RECORDING REQUESTED BY  
FIRST AMERICAN TITLE INS. CO.  
RECORDED IN OFFICIAL RECORDS  
OF ORANGE COUNTY, CALIFORNIA  
-3 25 PM DEC 6 1979  
LEE A. BRANCH, County Recorder

GROUND SUBLEASE  
(SHORT FORM-MEMORANDUM)

THIS GROUND SUBLEASE (SHORT FORM-MEMORANDUM) is made this  
19th day of October, 1979, by and between ROBERT P.  
WARMINGTON (hereinafter "Landlord") and THE ROBERT P. WARMINGTON CO.,  
a California Corporation (hereinafter "Tenant"), upon the following  
terms and conditions:

W I T N E S S E T H:

1. Landlord leases to Tenant that certain real property  
(the "leased land") located in the City of Huntington Beach, County of  
Orange, State of California, which leased land is described on  
Exhibit "A" attached hereto and made a part hereof, at the rental and  
upon all of the terms and conditions set forth in that certain unrecorded  
Ground Sublease of even date between Landlord and Tenant which is  
incorporated herein by this reference.
2. The Property is leased for a term of eighty (80) years,  
commencing as of October 19, 1979 and ending  
October 18, 2059. The aforementioned incorporated Ground Sublease  
provides, among other things, that it shall terminate as to the real  
property covered by a Consumer Sublease (as defined in said incorporated  
Ground Sublease) upon the commencement of the term of such Consumer  
Sublease.
3. The aforementioned incorporated Ground Sublease provides,  
among other things, that the Tenant shall pay all taxes, general and  
special assessments and other charges which, during the term of this  
lease, may be levied upon or assessed against the leased land and all  
interests therein.
4. The aforementioned incorporated Ground Sublease also  
provides, among other things, that Tenant shall not encumber, assign or  
otherwise transfer said Sublease, or sublet the whole or any part of  
the leased land without the prior written consent and approval of  
Landlord, except as otherwise expressly permitted in said incorporated  
Ground Sublease.
5. Landlord hereby irrevocably makes, constitutes and  
appoints Tenant as Landlord's true and lawful attorney for him and  
in his name, place and stead and for his use and benefit to exercise  
any or all of the following powers as to the leased land, any interest  
therein and/or any building or other improvement thereon: To undertake  
any and all construction activities on or in connection with the leased  
land and to execute on behalf of Landlord if Landlord has not executed  
the same, as provided and within the time period set forth in said  
incorporated Ground Sublease, any map, permit, application, survey,  
report, approval, easement deed or other documents as are necessary or  
convenient to obtain the required approvals, permits or other action of  
the City of Huntington Beach, the County of Orange, California, and

BK 13362 PG 314  
BK 13424 PG 505

other governmental and quasi governmental authorities, including public utilities, for the development of the leased land in the manner contemplated by said incorporated Ground Sublease, giving and granting unto his said attorney full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done in and about the leased land as fully to all intents and purposes as he might or could do if personally present, hereby ratifying all that his said attorney shall lawfully do or cause to be done by virtue of these presents. It is expressly agreed and understood that the foregoing power of attorney is coupled with an interest.

6. Should there be any inconsistency between the terms of this instrument and the Ground Sublease incorporated herein, the terms of said incorporated Ground Sublease shall prevail.


IN WITNESS WHEREOF, each of the parties hereto has caused this Short Form Memorandum of Ground Sublease to be duly executed as of the day and year first above written.

LANDLORD:

  
Robert P. Warmington

TENANT:

The Robert P. Warmington Co.,  
a California Corporation

By   
Roger D. Darnell  
Vice President

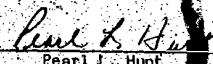
STATE OF CALIFORNIA ) ss:  
COUNTY OF ORANGE )

On October 19, 1979, before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT P. WARMINGTON known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

WITNESS my hand and official seal.



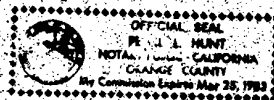
OFFICIAL SEAL  
PEARL L. HUNT  
NOTARY PUBLIC - CALIFORNIA  
ORANGE COUNTY  
My Commission Expires Mar 25, 1983

  
Pearl L. Hunt

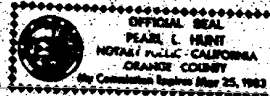
STATE OF CALIFORNIA ) ss:  
COUNTY OF ORANGE )

On October 19, 1979, before me, the undersigned, a Notary Public in and for said State, personally appeared ROGER D. DARNELL known to me to be the Vice President of the Corporation that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.



OFFICIAL SEAL  
PEARL L. HUNT  
NOTARY PUBLIC - CALIFORNIA  
ORANGE COUNTY  
My Commission Expires Mar 25, 1983



OFFICIAL SEAL  
PEARL L. HUNT  
NOTARY PUBLIC - CALIFORNIA  
ORANGE COUNTY  
My Commission Expires Mar 25, 1983

STATE OF CALIFORNIA  
COUNTY OF Orange } BK 13424 PG 506  
On December 6, 1979 before me, the undersigned, a Notary Public in and for  
said State, personally appeared  
Robert P. Warmington  
known to me to be the person whose name is  
subscribed to the within instrument and acknowledged to me  
that he executed the same  
WITNESS my hand and official seal.  
Signature Pearl L. Hunt  
PEARL L. HUNT  
Name (Typed or Printed) (This space for official notarial seal)

STATE OF CALIFORNIA  
COUNTY OF Orange }  
On December 6, 1979 before me, the undersigned, a Notary Public in and for  
said State, personally appeared Roger D. Darnell  
known to me to be the vice President, xxx  
of the corporation that executed the within instrument,  
and known to me to be the person who executed the within  
instrument on behalf of the corporation therein named, and ac-  
knowledgeed to me that such corporation executed the within  
instrument pursuant to its by-laws or a resolution of its board of  
directors.  
WITNESS my hand and official seal.  
Signature Pearl L. Hunt  
PEARL L. HUNT  
Name (Typed or Printed) (This space for official notarial seal)



BK 13424 PG 507

BK 13362 PG 319

EXHIBIT "A"

PARCEL A: Tract No. 10542, as shown on a Map recorded in book 456, pages 49 and 50 of Miscellaneous Maps, records of Orange County, California.

EXCEPTING and reserving a non-exclusive easement for ingress and egress within and upon the Westerly 30.00 feet thereof appurtenant to Parcel 2 as Per Map recorded in Book 108, Pages 47 and 48, inclusive, Official Records of Orange County, California within the private street known as "Monterey Lane".

PARCEL B: A non-exclusive easement for ingress and egress within and upon an area 30.00 feet in width within the private street known as "Monterey Lane", within Parcel 2 as per Map recorded in Book 108, Pages 47 and 48, inclusive, Official Records of Orange County, California the Easterly boundary of which shall be Co-Terminus with the Westerly boundary of said Parcel 1.

**\*\*THIS DOCUMENT IS RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION OF PARCEL A.**

EXHIBIT "A"

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

BK 13362 PG. 320

The Robert P. Warmington Co. 32443  
1659 Hale Avenue  
Irvine, California 92714  
Attention: Roger D. Darnell \$6.00

RECORDED AT REQUEST OF  
FIRST AMER. TITLE INS. CO.  
IN OFFICIAL RECORDS OF  
ORANGE COUNTY, CALIFORNIA  
8:01 A.M. OCT 22 1979  
LEE A. BRANCH, County Recorder

(Space above line for Recorder's use only)

GROUND LEASE

(SHORT FORM - MEMORANDUM)

THIS GROUND LEASE (SHORT FORM - MEMORANDUM) is made  
this 19th day of October, 1979, by and between  
HOUSER BROS. CO., a limited partnership, organized and  
existing under the laws of the State of California (herein-  
after "Landlord"), and ROBERT P. WARMINGTON, a married man  
(hereinafter "Tenant"), upon the following terms and con-  
ditions:

W I T N E S S E T H:

1. Landlord leases to Tenant that certain real prop-  
erty (the "leased land") located in the City of Huntington  
Beach, County of Orange, State of California, which leased  
land is described in Exhibit A attached hereto and made a  
part hereof, at the rental and upon all the terms and condi-  
tions set forth in that certain unrecorded ground lease of  
even date between Landlord and Tenant which is incorporated  
herein by this reference.

2. The property is leased for a term of eighty (80)  
years, commencing as of the date first above written and  
continuing until the anniversary of the eightieth (80th)  
year thereafter. The aforementioned incorporated ground  
lease provides, among other things, that it shall terminate  
as to the real property covered by a Residential Lease (as  
defined in said incorporated ground lease) upon the com-  
mencement of the term of such Residential Lease, but not as  
to the real property covered by a Consumer Sublease or  
Affiliate Sublease (as defined in said incorporated ground  
lease).

3. The aforementioned incorporated ground lease pro-  
vides, among other things, that the Tenant shall pay all  
taxes, general and special assessments and other charges  
which, during the term of this lease, may be levied upon or  
assessed against the leased land and all interests therein.

4. The aforementioned incorporated ground lease al-  
so provides, among other things, that Tenant shall not en-  
cumber, assign or otherwise transfer said lease, or sublet  
the whole or any part of the leased land without the prior  
written consent and approval of Landlord, except as other-  
wise expressly permitted in said incorporated ground lease.

BK 13362 PG 321

5. Landlord hereby irrevocably makes, constitutes and appoints Tenant as Landlord's true and lawful attorney for it and in its name, place and stead and for its use and benefit to exercise any/or all of the following powers as to the leased land, any interest therein and/or any building or other improvement thereon: To undertake any and all construction activities on or in connection with the leased land and to execute on behalf of Landlord if Landlord has not executed the same, as provided and within the time period set forth in said incorporated ground lease, any map, permit, application, survey, report, approval, easement deed or other documents as are necessary or convenient to obtain the required approvals, permits or other action of the City of Huntington Beach, the County of Orange, California, and other governmental and quasi governmental authorities, including public utilities, for the development of the leased land in the manner contemplated by said incorporated ground lease, giving and granting unto its said attorney full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done in and about the leased land as fully to all intents and purposes as it might or could do if personally present, hereby ratifying all that its said attorney shall lawfully do or cause to be done by virtue of these presents. It is expressly agreed and understood that the foregoing power of attorney is coupled with an interest.

6. Should there be any inconsistency between the terms of this instrument and the ground lease incorporated herein, the terms of said incorporated ground lease shall prevail.

IN WITNESS WHEREOF, each of the parties hereto has caused this Short Form - Memorandum of Lease to be duly executed as of the day and year first above written.

HOUSER BROS. CO., a California  
limited partnership by its  
general partners

By Clifford C. Houser  
Clifford C. Houser,  
General Partner

By Vernon F. Houser  
Vernon F. Houser,  
General Partner

"Landlord"

Robert P. Warmington  
Robert P. Warmington

"Tenant"

BK 13362 PG 322

EXHIBIT "A"

PARCEL A: Parcel 1 as per Parcel Map recorded in Book 108, Pages 47 and 48, inclusive, Official Records of Orange County, California.

EXCEPTING and reserving a non-exclusive easement for ingress and egress within and upon the Westerly 30.00 feet thereof appurtenant to Parcel 2 as Per Map recorded in Book 108, Pages 47 and 48, inclusive, Official Records of Orange County, California within the private street known as "Monterey Lane".

PARCEL B: A non-exclusive easement for ingress and egress within and upon an area 30.00 feet in width within the private street known as "Monterey Lane", within Parcel 2 as per Map recorded in Book 108, Pages 47 and 48, inclusive, Official Records of Orange County, California the Easterly boundary of which shall be Co-Terminus with the Westerly boundary of said Parcel 1.

EXHIBIT "A"

BK 13362 Pg. 323

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) ss.

On this 19th day of OCTOBER, 1979,  
before me, a Notary Public, personally appeared Clifford C.  
Houser and Vernon F. Houser, known to be to be the general  
partners of the partnership that executed the within instru-  
ment, and acknowledged to me that such partnership executed  
the same.

WITNESS my hand and official seal:

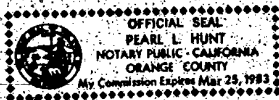


*Christine A. Belmonte*  
Notary Public in and for said  
County and State

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) ss.

On this 19th day of October, 1979, before me, the  
undersigned, a Notary Public in and for said State, person-  
ally appeared Robert P. Warmington, known to me to be the  
person whose name is subscribed to the within instrument,  
and acknowledged to me that he executed the same.

WITNESS my hand and official seal.



*Pearl L. Hunt*  
Notary Public in and for said  
County and State

-3-

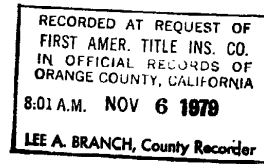
RECORDED 15

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

SK 13383 PG 1868

ROBERT P. WARMINGTON  
16592 Hale Avenue  
Irvine, California 92714

\$5.00



(Space above line for Recorder's use only)

COVENANT RUNNING WITH THE LAND

THIS INSTRUMENT is made this 19<sup>th</sup> day of October,  
1979, by HOUSER BROS. CO., a California limited partnership  
("Houser") whose sole general partners are Clifford C.  
Houser and Vernon F. Houser.

RECITALS

A. Houser is the owner of certain real property in  
the City of Huntington Beach, County of Orange, State of  
California, described as Parcels 1 and 2 as shown on a Par-  
cel Map recorded in Book 108, Pages 47 and 48, inclusive, of  
Parcel Maps in the Office of the County Recorder of said  
County (hereinafter "Parcel 1" and "Parcel 2" respectively).

B. Concurrently herewith, Houser is leasing Parcel 1  
to ROBERT P. WARMINGTON, a married man ("Warmington") by a  
Ground Lease of even date herewith (the "Ground Lease"), a  
memorandum of which is being recorded concurrently or  
substantially concurrently with this instrument.

C. Pursuant to the Ground Lease, Warmington may use  
Parcel 1 to develop thereon single-family residences or con-  
dominiums. The Ground Lease further provides that access  
to Parcel 1 from Edinger Avenue (the abutting public street)  
is to be had over a portion of Monterey Lane, a private  
street located on right-of-way easements on either side of  
the southerly boundary of Parcel 1 with Parcel 2. The  
maintenance of the portion of Monterey Lane as to which  
Warmington (and the residents of homes or condominiums to  
be built by Warmington on Parcel 1) has easement rights is  
the responsibility of Houser as Landlord under the Ground  
Lease as provided therein.

D. It is the intention of Houser and Warmington that  
Houser's obligations under the Ground Lease also run with  
and bind a portion of Parcel 2 and the successive owners  
thereof as described in this instrument.

NOW, THEREFORE, in consideration of the foregoing and  
other good and valuable consideration, the receipt of which  
is hereby acknowledged, including without limitation, Warm-  
ington's execution of the Ground Lease, Houser hereby cov-  
enants, declares and agrees that Houser's obligations as

BK 13383 PG 1869

Landlord concerning Monterey Lane as set forth in Section 7.9 of the unrecorded Option Agreement between Landlord and Tenant, as optionor and optionee respectively, which preceded the execution of the Ground Lease, hereby incorporated herein by reference, are also covenants running with the portion of Parcel 2 described by extending the southerly boundary of Parcel 1 parallel to Edinger Avenue to the westerly boundary of Parcel 2, and every portion of the area so described (the "Covenant Area"), and shall bind the Covenant Area, Houser and Houser's heirs, assigns, representatives and successors in interest for the benefit of Warmington and the leasehold estate in Parcel 1 under the Ground Lease and any portions into which it may be divided, by Residential Leases (as defined in the Ground Lease) or otherwise. In the event of a breach of the foregoing covenants, or any of them, Warmington may seek any remedy available at law or in equity, including without limitation an action seeking damages, to seek specific enforcement thereof, or to enjoin the breach or continued breach thereof. It is specifically understood that any of the foregoing remedies may be employed at the option of Warmington, and the failure to do so upon any one or more of any such breach shall not be a waiver of the right to employ any of such remedies upon the continuance of such breach or any subsequent breach. As used in the foregoing, "Warmington" shall include any of Warmington's heirs, successors or representatives as well as any assignee or sublessee of Warmington's leasehold estate under the Ground Lease in Parcel 1 or any portion into which it may be divided and any leasee under a Residential Lease, Consumer Sublease or Affiliate Sublease (as defined in the Ground Lease); provided, however, lessees under such Residential Leases and sublessees under such Consumer Subleases shall not have the right to enforce such covenant except on the majority vote of the association of such lessees or sublessees formed by Warmington to manage Parcel 1. If Warmington or such lessees under such Residential Leases acquire the fee interest in all or a portion of Parcel 1, the benefit of the covenant described above shall run in favor of such fee interests and their successors therein, but subject to the same restriction concerning enforceability by residents of Parcel 1 set forth above. Nothing herein shall relieve Warmington or lessees under such Residential Leases or sublessees under such Consumer Subleases from their obligations to pay for a share in the maintenance of the portion of Monterey Lane used to gain access to Parcel 1.

IN WITNESS WHEREOF, Houser has executed this instrument on the day and year first above written.

HOUSER BROS. CO., a California  
limited partnership by its  
general partners

By Clifford C. Houser  
Clifford C. Houser

By Vernon F. Houser  
Vernon F. Houser



BK 13383 PG 1870

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ORANGE )

On this 14th day of October, 1979,  
before me, a Notary Public, personally appeared Clifford C.  
Houser and Vernon F. Houser, known to me to be the general  
partners of the partnership that executed the within instru-  
ment, and acknowledged to me that such partnership executed  
the same.

WITNESS my hand and official seal.



*Christine A. Belmonte*  
Notary Public in and for said  
County and State

# **EXHIBIT B**

# **EXHIBIT B**

---

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

GAVIN NEWSOM, Governor

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
DIVISION OF CODES AND STANDARDS



### Title Search

Date Printed: Jul 27, 2021

Decal #:	LBM1081	Use Code:	SFD
Manufacturer:	SKYLINE HOMES INC	Original Price Code:	BVH
Tradename:	CUSTOM VILLA	Rating Year:	
Model:		Tax Type:	LPT
Manufactured Date:	05/29/2014	Last ILT Amount:	
Registration Exp:		Date ILT Fees Paid:	
First Sold On:	07/28/2014	ILT Exemption:	NONE

Serial Number	HUD Label / Insignia	Length	Width
AC7V710394GA	PFS1130282	60'	15' 2"
AC7V710394GB	PFS1130281	56'	15' 2"

#### Record Conditions:

- An application for title or registration change is pending with the department. For information regarding this application, please call 1-800-952-8356 and request to speak with a customer representative.

#### Registered Owner:

JAMIE LYNN GALLIAN  
16222 MONTEREY LN SPACE 376  
HUNTINGTON BEACH, CA 92649

Last Title Date: 02/24/2021

Last Reg Card: Pending Reg Card

Sale/Transfer Info: Price \$.00 Transferred on 02/25/2021

#### Situs Address:

16222 MONTEREY LN SPACE 376  
HUNTINGTON BEACH, CA 92649  
Situs County: ORANGE

#### Legal Owner:

JPAD LLC  
RONALD J PIERPONT  
Tenants in Common Or  
16222 MONTEREY LN SPACE 376  
HUNTINGTON BEACH, CA 92649

Lien Perfected On: 02/25/21 10:11:00

#### Title Searches:

JANINE JASSO  
PO BOX 370161  
EL PASO, TX 79937

Title File No: LBM1081

**STATE OF CALIFORNIA - DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
CERTIFICATE OF TITLE**

Manufactured Home

Decal: LBM1081

Manufacturer ID/Name	Trade Name	Model		DOM	DFS	RY
90002 SKYLINE HOMES INC	CUSTOM VILLA			05/29/2014	07/28/2014	
Serial Number	Label/Insignia Number	Weight	Length	Width	Issued	
AC7V710394GB	PFS1130281	22,383	56'	15' 2"	Aug 12, 2021	
AC7V710394GA	PFS1130282	25,068	60'	15' 2"		

**Addressee**

J-PAD LLC  
21742 ANZA AVE  
TORRANCE, CA 90503

**Registered Owner(s)**

JAMIE LYNN GALLIAN  
16222 MONTEREY LN SPACE 376  
HUNTINGTON BEACH, CA 92649

**Situs Address**

16222 MONTEREY LN SPACE 376  
HUNTINGTON BEACH, CA 92649

**Legal Owner(s)**

J-PAD LLC  
21742 ANZA AVE  
TORRANCE, CA 90503

Lien Perfected On: 01/14/19 15:22:00

**IMPORTANT**

THE OWNER INFORMATION SHOWN ABOVE MAY NOT REFLECT ALL LIENS RECORDED WITH THE  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AGAINST THE DESCRIBED UNIT. THE  
CURRENT TITLE STATUS OF THE UNIT MAY BE CONFIRMED THROUGH THE DEPARTMENT.



# UCC FINANCING STATEMENT

## FOLLOW INSTRUCTIONS

<b>A. NAME &amp; PHONE OF CONTACT AT FILER (optional)</b> Jamie Gallian 714-321-3449
<b>B. E-MAIL CONTACT AT FILER (optional)</b>
<b>C. SEND ACKNOWLEDGMENT TO: (Name and Address)</b> Jamie Lynn Gallian 16222 Monterey Ln #376 Huntington Beach, CA 92649 USA

DOCUMENT NUMBER: 76027940003  
FILING NUMBER: 19-7691916827  
FILING DATE: 01/14/2019 09:10

IMAGE GENERATED ELECTRONICALLY FOR WEB FILING  
THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	1a. ORGANIZATION'S NAME J-SANDCASTLE CO LLC	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
	1b. INDIVIDUAL'S SURNAME				
1c. MAILING ADDRESS 16222 MONTEREY LN #376		CITY HUNTINGTON BEACH	STATE CA	POSTAL CODE 92649	COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	2a. ORGANIZATION'S NAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
	2b. INDIVIDUAL'S SURNAME				
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME J-Pad, LLC - CA SOS Entity No. 201804010750	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
	3b. INDIVIDUAL'S SURNAME				
3c. MAILING ADDRESS 2702 N GAFF ST		CITY ORANGE	STATE CA	POSTAL CODE 92865	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:  
LOCATED ON PROPERTY RECORDED IN ORANGE COUNTY CLERK RECORDERS OFFICE IN CALIFORNIA PARCEL MAP  
RECORDED IN BOOK 108, PG(S) 47-48.

ASSESSORS PARCEL NUMBER 891-569-62  
SERIAL NUMBERS AC7V710394GB, AC7V710394GA; DECAL NUMBER LBM1081

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:  
☐ Public-Finance Transaction ☒ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:  
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

FILING OFFICE COPY

Page 2

## UCC FINANCING STATEMENT ADDENDUM

### FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because individual Debtor name did not fit, check here <input type="checkbox"/>	
OR	9a. ORGANIZATION'S NAME J-SANDCASTLE CO LLC
	9b. INDIVIDUAL'S SURNAME
	FIRST PERSONAL NAME
ADDITIONAL NAME(S)/INITIAL(S)	
SUFFIX	

DOCUMENT NUMBER: 76027940003

IMAGE GENERATED ELECTRONICALLY FOR WEB FILING  
THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c.

OR	10a. ORGANIZATION'S NAME				
	10b. INDIVIDUAL'S SURNAME				
	INDIVIDUAL'S FIRST PERSONAL NAME				
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)				
SUFFIX					
10c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☒ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

OR	11a. ORGANIZATION'S NAME				
	11b. INDIVIDUAL'S SURNAME				
GALLIAN		FIRST PERSONAL NAME JAMIE	ADDITIONAL NAME(S)/INITIAL(S) LYNN	SUFFIX	
11c. MAILING ADDRESS 16222 MONTEREY LANE #376		CITY HUNTINGTON BEACH	STATE CA	POSTAL CODE 92649	COUNTRY USA

12. ADDITIONAL SPACE FOR ITEM 4 (collateral):

--	--	--	--	--	--

13. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)	14. This FINANCING STATEMENT: <input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input type="checkbox"/> is filed as a fixture filing.
15. Name and address of RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):	16. Description of real estate:

17. MISCELLANEOUS:
--------------------

FILING OFFICE COPY

# **EXHIBIT C**

**EXHIBIT C**



Fill in this information to identify your case:

Debtor 1 **Jamie Lynn Gallian**  
First Name Middle Name Last Name  
Debtor 2  
(Spouse if filing) First Name Middle Name Last Name  
United States Bankruptcy Court for the: **CENTRAL DISTRICT OF CALIFORNIA--SANTA ANA DIVISION**  
Case number **8:21-bk-11710-ES**  
(if known)

☐ Check if this is an  
amended filing

## Official Form 106C

### Schedule C: The Property You Claim as Exempt

4/19

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Using the property you listed on *Schedule A/B: Property* (Official Form 106A/B) as your source, list the property that you claim as exempt. If more space is needed, fill out and attach to this page as many copies of *Part 2: Additional Page* as necessary. On the top of any additional pages, write your name and case number (if known).

For each item of property you claim as exempt, you must specify the amount of the exemption you claim. One way of doing so is to state a specific dollar amount as exempt. Alternatively, you may claim the full fair market value of the property being exempted up to the amount of any applicable statutory limit. Some exemptions—such as those for health aids, rights to receive certain benefits, and tax-exempt retirement funds—may be unlimited in dollar amount. However, if you claim an exemption of 100% of fair market value under a law that limits the exemption to a particular dollar amount and the value of the property is determined to exceed that amount, your exemption would be limited to the applicable statutory amount.

#### Part 1: Identify the Property You Claim as Exempt

1. Which set of exemptions are you claiming? Check one only, even if your spouse is filing with you.

- ☒ You are claiming state and federal nonbankruptcy exemptions. 11 U.S.C. § 522(b)(3)  
☐ You are claiming federal exemptions. 11 U.S.C. § 522(b)(2)

2. For any property you list on *Schedule A/B* that you claim as exempt, fill in the information below.

Brief description of the property and line on <i>Schedule A/B</i> that lists this property	Current value of the portion you own Copy the value from <i>Schedule A/B</i>	Amount of the exemption you claim Check only one box for each exemption.	Specific laws that allow exemption
16222 Monterey Ln. Spc 376 Huntington Beach, CA 92649 Orange County APN: 891-569-62; 2014 Skyline Custom Villa Manufactured Home. Decal No. LBM1081. Serial Number AC7V710394GB 56'x15'2"; Serial Number AC7V710394GA 60'x15'2". Line from <i>Schedule A/B</i> : 1.1	\$235,000.00	<input checked="" type="checkbox"/> \$600,000.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.730
Misc. household goods and furnishings Location: 16222 Monterey Lane, Space 376, Huntington Beach CA 92649 Line from <i>Schedule A/B</i> : 6.1	\$3,500.00	<input checked="" type="checkbox"/> \$3,500.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.020
waterford crystal set red and white wine glasses Line from <i>Schedule A/B</i> : 6.2	\$1,000.00	<input checked="" type="checkbox"/> \$1,000.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.040

Debtor 1 <b>Jamie Lynn Gallian</b>	Case number (if known) <b>8:21-bk-11710-ES</b>		
Brief description of the property and line on Schedule A/B that lists this property	Current value of the portion you own <small>Copy the value from Schedule A/B</small>	Amount of the exemption you claim <small>Check only one box for each exemption.</small>	Specific laws that allow exemption
<b>Wall television, computer, printer and peripherals</b> Location: 16222 Monterey Lane, Space 376, Huntington Beach CA 92649 Line from Schedule A/B: 7.1	<b>\$500.00</b>	<input checked="" type="checkbox"/> <b>\$500.00</b> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<b>C.C.P. § 704.020</b>
<b>Liadro figurine collection (20)</b> Line from Schedule A/B: 8.1	<b>\$1,900.00</b>	<input checked="" type="checkbox"/> <b>\$1,900.00</b> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<b>C.C.P. § 704.040</b>
<b>Misc. clothing</b> Location: 16222 Monterey Lane, Space 376, Huntington Beach CA 92649 Line from Schedule A/B: 11.1	<b>\$1,000.00</b>	<input checked="" type="checkbox"/> <b>\$1,000.00</b> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<b>C.C.P. § 704.020</b>
<b>Movado wrist watch (20 yrs. old); costume jewelry, misc. non-gold chains/bracelets, and earrings.</b> Location: 16222 Monterey Lane, Space 376, Huntington Beach CA 92649 Line from Schedule A/B: 12.1	<b>\$1,000.00</b>	<input checked="" type="checkbox"/> <b>\$1,000.00</b> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<b>C.C.P. § 704.040</b>
<b>5-year old Wired Terrier Dog</b> Line from Schedule A/B: 13.1	<b>\$25.00</b>	<input checked="" type="checkbox"/> <b>\$25.00</b> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<b>C.C.P. § 704.020</b>
<b>EDD Debit account: Bank of America</b> Line from Schedule A/B: 17.1	<b>\$3,793.00</b>	<input checked="" type="checkbox"/> <b>\$3,793.00</b> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<b>C.C.P. § 704.225</b>
<b>Savings: Alliant Credit Union--Only funds are Covid-19 relief funds from the government.</b> Line from Schedule A/B: 17.2	<b>\$1,407.00</b>	<input checked="" type="checkbox"/> <b>\$1,407.00</b> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<b>C.C.P. § 704.220</b>
<b>Savings: Alliant Credit Union--Only funds are Covid-19 relief funds from the government.</b> Line from Schedule A/B: 17.3	<b>\$2,600.00</b>	<input checked="" type="checkbox"/> <b>\$381.00</b> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<b>C.C.P. § 704.220</b>
<b>Savings: Alliant Credit Union--Only funds are Covid-19 relief funds from the government.</b> Line from Schedule A/B: 17.3	<b>\$2,600.00</b>	<input checked="" type="checkbox"/> <b>\$2,219.00</b> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<b>C.C.P. § 704.225</b>
<b>IRA: Fidelity</b> Line from Schedule A/B: 21.1	<b>\$7,400.00</b>	<input checked="" type="checkbox"/> <b>\$7,400.00</b> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<b>C.C.P. § 704.115(a)(1) &amp; (2), (b)</b>

Debtor 1 <b>Jamie Lynn Gallian</b>	Case number (if known) <b>8:21-bk-11710-ES</b>		
Brief description of the property and line on Schedule A/B that lists this property	Current value of the portion you own Copy the value from Schedule A/B	Amount of the exemption you claim Check only one box for each exemption.	Specific laws that allow exemption
<b>IRA: Fidelity</b> Line from Schedule A/B: 21.1	<b>\$7,400.00</b>	<input checked="" type="checkbox"/> <b>\$7,400.00</b> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<b>11 U.S.C. § 522(b)(3)(C)</b>
<b>Personal Injury claim against Huntington Beach Gables HOA; Jesus Jasso, Jr. Case No. 30-2020-01153679. Estimated damages \$195,000.</b> Line from Schedule A/B: 34.4	<b>Unknown</b>	<input checked="" type="checkbox"/> <b>\$195,000.00</b> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<b>C.C.P. § 704.140</b>
<b>Potential Victim Restitution Order Jesus Jasso, Jr, OCSC 19WM09951</b> Line from Schedule A/B: 34.2	<b>Unknown</b>	<b>XX</b> <b>\$73,000.00</b> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<b>C.C.P. § 704.140</b>

3. **Are you claiming a homestead exemption of more than \$170,350?**  
(Subject to adjustment on 4/01/22 and every 3 years after that for cases filed on or after the date of adjustment.)
- ☐ No
- ☒ Yes. Did you acquire the property covered by the exemption within 1,215 days before you filed this case?
- ☐ No
- ☒ Yes

## Attachment B

### LEGAL DESCRIPTION

EXHIBIT A (LEGAL)

Parcel 1:

Units 1 through inclusive as shown and defined on a Condominium Plan (the "Condominium Plan") recorded in Book 13358, Pages 1193 and following of Official Records of Orange County, California, excepting that portion consisting of buildings and other improvements.

Parcel 2:

An undivided eighty/eightieths (80/80) interest in the Common Area of Lots 1 and 2 of Tract No. 10542, in the City of Huntington Beach, County of Orange, State of California, as shown on a map recorded in Book 456, Pages 49 and 50 of Miscellaneous Maps, records of Orange County, California, as shown and defined on the Condominium Plan, excepting that portion consisting of buildings and other improvements.

Parcel 3:

Those portions of Units 1 through inclusive, as shown and defined on the Condominium Plan, consisting of buildings and other improvements.

Parcel 4:

An undivided interest in and to those portions of the Common Area as shown and defined on the Condominium Plan, consisting of buildings or other improvements.

Parcel 5:

An easement for the exclusive use and occupancy of those portions of the restricted Common Area, as defined on said Condominium Plan for entry and staircases and attic space relating to said units.

Parcel 6:

A non-exclusive easement and right to use the Common Area as defined on said Condominium Plan, except the restricted Common Area.



EXHIBIT B (ESTATE)

The Estate of Interest in the land is described as follows:

A Ground Leasehold Estate as to Parcels 1 and 2, said Estate being more particularly described as the Lessee's Interest under those certain Ground Leases set forth in Subparagraph (A) herein below.

A remainder interest in a determinable Fee Estate as to Parcels 3 and 4;

An easement as to Parcels 5 and 6;

(A) Those certain Ground Leases, dated August 1, 1980, executed by Houser Bros. Co., a limited partnership organized under the laws of the State of California, in which Clifford C. Houser and Vernon F. Houser constitute the sole General Partners, as Landlord, and by Robert P. Warmington, as Tenant, for the term ending December 31, 2059, upon the Terms, Covenants and Conditions therein contained, recorded as following in Official Records of said Orange County;

Note 1:

The Lessee's interest under said Leases has been assigned to G/HB Investors, a California limited partnership by Assignment which recorded September 30, 1986 as Instrument No. 86-456266 of Official Records; reference being hereby made to the record thereof for full particulars.

Note 2:

An undivided 78.34% of the Lessee's interest under said Leases has been assigned to Barry Brief Family Trust dated May 11, 1993, by Assignment which recorded September 24, 1998 as Instrument No. 19980644010 of Official Records; reference being made to the record thereof for full particulars.





Units 1, 2, 3 and 4 of Lot 2 of the following:

All that certain land situated in the State of California, County of Orange, City of Huntington Beach, described as follows:

Proposed Tract No. 10542, being a subdivision of the following:

A portion of the northeast one quarter (1/4) of the northwest one quarter (1/4) of Section 20, Township 5 south, Range 11 west, in the Rancho Las Bolsa Chica, as shown on a map recorded in book 51, page 13 of Miscellaneous Maps, records of said Orange County, being described as follows:

Parcel 1 of a map filed in book 108, page 48 of Parcel Maps.

NOTICE OF COMPLIANCE WITH CONDITIONS ON TRACT  
AUTHORIZATION FOR RELEASE FOR RECORDING

TO: City Clerk  
FROM: PLANNING DEPARTMENT  
James W. Palin

Date August 7, 1971

TRACT NO. 10542

RECREATION & PARKS FEES PAID 11.52.00

Other: \_\_\_\_\_

James W. Palin  
(Signature)

SHEET 2 OF 2 SHEETS  
2 PARCELS  
58.362 ACRES

# PARCEL MAP

T.R.M. 77-7  
R.S.T. 8531

IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA.

BEING A PORTION OF THE E 1/2 OF THE NW 1/4 OF SECTION 20, T 5 S, R 11 W,  
IN THE RANCHO LA BOLSA CHICA, AS SHOWN ON A MAP RECORDED IN BOOK  
51, PAGE 13 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

DEC 20 1977 27127  
108 48  
FILED AT 4:00 PM BY BOOK PAGE  
OF PARCEL MAP, COUNTY OF ORANGE, CALIFORNIA  
AS BEARER OF COUNTY LICENSE  
A WITH CALIFORNIA COUNTY RECORDS  
\$7.00

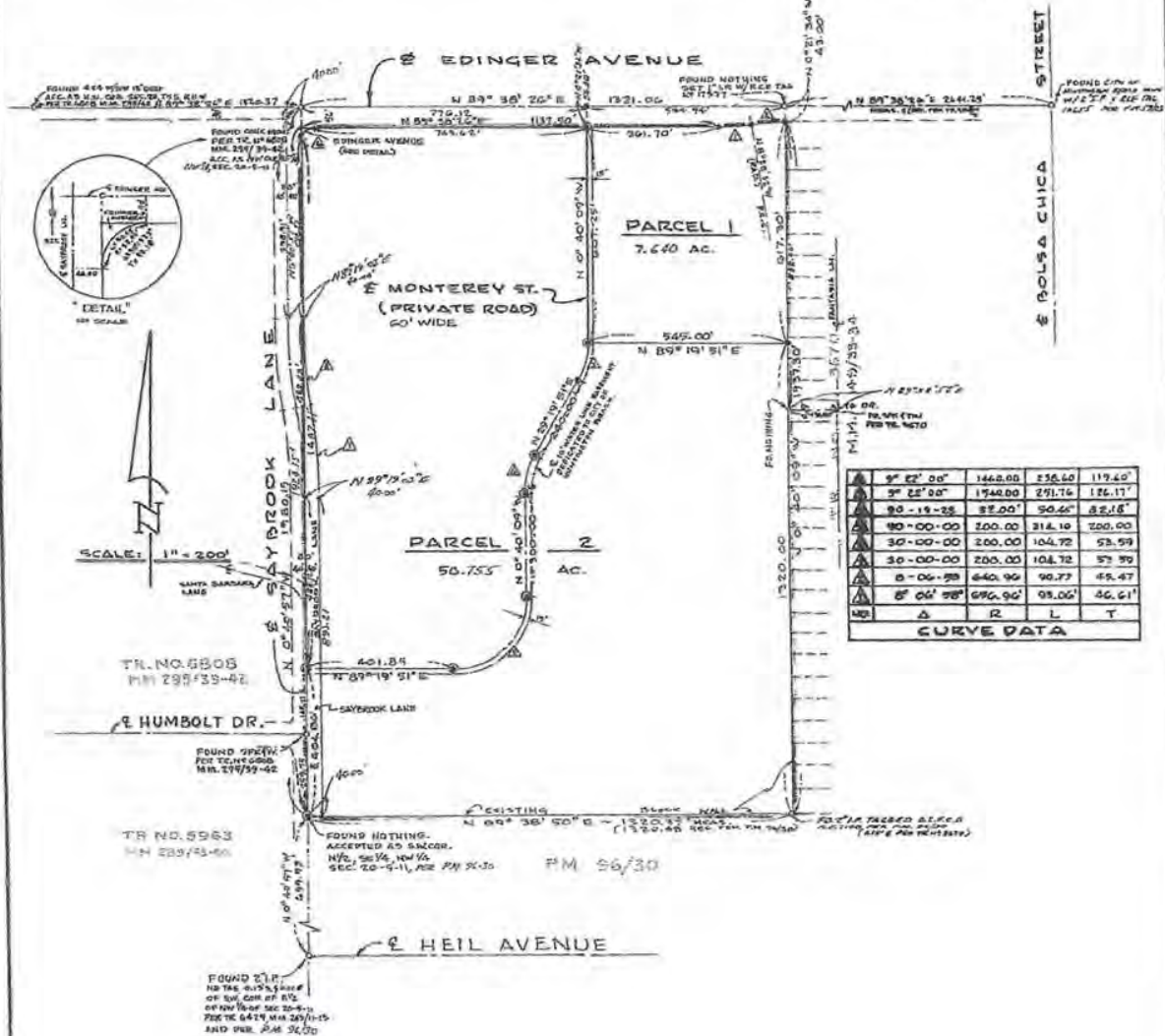
VALLEY CONSULTANTS, INC.  
SAM F. KNISS, R.C.E. NO 17377

## BASIS OF BEARINGS

THE BASIS OF BEARINGS ON THIS MAP IS THE CENTER  
LINE OF EDINGER Avenue (N 89° 38' 26"E) AS SHOWN  
ON TRACT NO 6605, M.M. 219/39-42, RECORDED IN ORANGE COUNTY.

## MONUMENT NOTES

- - FOUND MONUMENTS AS NOTED.
- - SET 1" I.P. W/ R.C.E. TAC NO 17377.
- ⊙ - SET 3" P.K. & WASHER MARK "RCE 17377".





SHEET 1 OF 2 SHEETS  
T.R.M. 77-7  
2 PARCELS  
58.362 ACRES

108 47

T.P.M. 77-7  
R.S.T. 8531

# PARCEL MAP

IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA.

BEING A PORTION OF THE E 1/2 OF THE NW 1/4 OF SECTION 20, T.5S., R.11W.,  
IN THE RANCHO LA BOLSA CHICA, AS SHOWN ON A MAP RECORDED IN BOOK  
51, PAGE 13 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

DEC 20 1977 27127  
108 47

VALLEY CONSULTANTS, INC.  
SAM F. KNISS, R.C.E. NO 17377

DATE OF SURVEY: JAN. 2, 1977

## OWNERSHIP CERTIFICATE

WE, THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE  
INTEREST IN THE LAND COVERED BY THIS MAP, DO HEREBY CONSENT TO  
THE PREPARATION AND RECORDATION OF SAID MAP, AS SHOWN WITHIN  
THE COLORED BORDER LINE, AND WE HEREBY DEDICATE TO THE PUBLIC FOR  
STREET PURPOSES: EDINGER AVENUE AND SAYBROOK LANE. WE ALSO  
HEREBY DEDICATE TO THE CITY OF HUNTINGTON BEACH THE 10 FOOT WATER  
LINE EASEMENT IN MONTEREY STREET AS SHOWN ON THIS MAP.

HOUSER BROS. CO.,  
A LIMITED PARTNERSHIP.

Vernon F. Houser  
VERNON F. HOUSER  
GENERAL PARTNER

Clifford C. Houser  
CLIFFORD C. HOUSER  
GENERAL PARTNER

## ENGINEER'S CERTIFICATE

THIS MAP WAS PREPARED BY ME IN ACCORDANCE WITH THE REQUIREMENTS  
BASED ON A FIELD SURVEY. I HAVE REVIEWED THE REQUIREMENTS  
OF THE SUBDIVISION MAP ACT AND THE MAP IS TECHNICALLY  
CORRECT IN ALL RESPECTS NOT CERTIFIED BY THE COUNTY  
SURVEYOR. ON JANUARY 9, 1977, I REVIEWED THE PARCEL  
MAP PROCEDURES OF THE LOCAL AGENCIES AND FOUND THEM TO BE IN COMPLIANCE WITH  
AND THAT THIS PARCEL MAP CONFORMS TO THE REQUIREMENTS. TENTATIVE  
MAP AND THE CONDITIONS OF THE PARCEL MAP WHICH WERE RE-  
QUIRED TO BE FULFILLED PRIOR TO THE FILING OF THE PARCEL MAP.

SIGNED: Sam F. Kniss R.C.E. NO. 17377

## CITY ENGINEER'S CERTIFICATE

THIS MAP CONFORMS WITH THE REQUIREMENTS OF THE SUBDIVISION  
MAP ACT AND LOCAL ORDINANCES AND THE MAP IS TECHNICALLY  
CORRECT IN ALL RESPECTS NOT CERTIFIED BY THE COUNTY  
SURVEYOR.

DATED THIS 21<sup>ST</sup> DAY OF Dec, 1977  
MICHAEL ZAMBORY  
CITY ENGINEER OF HUNTINGTON BEACH



## CITY CLERK'S CERTIFICATE

STATE OF CALIFORNIA }  
COUNTY OF ORANGE }  
CITY OF HUNTINGTON BEACH }

I, ALICIA M. WERTWORTH, CITY CLERK OF THE CITY OF HUNTINGTON  
BEACH, ORANGE COUNTY, DO HEREBY CERTIFY THAT THE MAP WAS  
PRESENTED FOR APPROVAL TO THE CITY COUNCIL OF THE CITY OF  
HUNTINGTON BEACH, CALIFORNIA, AT A REGULAR MEETING THEREOF  
HELD ON December 17th, 1977, AND THAT THEREUPON THE CITY COUNCIL  
PASSED AND ENTERED, APPROVED SAID MAP AND DID ACCEPT ON  
BEHALF OF THE PUBLIC THE DEDICATION OF EDINGER AVENUE AND  
SAYBROOK LANE FOR STREET PURPOSES AND DID ALSO ACCEPT  
ON BEHALF OF THE CITY OF HUNTINGTON BEACH THE WATER LINE  
EASEMENT IN MONTEREY STREET AS DEDICATED BY THE MAP AND  
APPROVE SAID MAP FOR THE PURPOSES OF SECTION 66021(a)(1) OF  
THE SUBDIVISION MAP ACT.  
CITY CLERK  
Dated: December 17, 1977  
By: Alicia M. Wertworth DEPUTY

## COUNTY SURVEYOR'S CERTIFICATE

THIS MAP CONFORMS WITH THE MAPPING PROVISIONS OF THE SUBDIVISION  
MAP ACT AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT  
RELATIVE TO THE PARCEL MAP BOUNDARY.

DATED THIS 16<sup>TH</sup> DAY OF Dec, 1977.  
C. R. NELSON  
COUNTY SURVEYOR  
By: Robert W. Viles DEPUTY

## SIGNATURE OMISSIONS

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 66043.6(c)  
OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES  
HAVE BEEN OMITTED:  
1. SOUTHERN CALIFORNIA GAS COMPANY, A CORPORATION, HOLDER  
OF AN EASEMENT PER BOOK 40, PAGE 122, O.R. 5  
2. GENERAL TELEPHONE CO., A CORPORATION, HOLDER OF AN EASE-  
MENT PER BOOK 41, PAGE 108, O.R. 5  
3. COUNTY OF ORANGE, NO. 1, HOLDER OF AN EASEMENT PER BOOK 992,  
PAGE 289, O.R. 5  
4. CITY OF HUNTINGTON BEACH, HOLDER OF EASEMENT PER BOOK  
91, PAGE 108, O.R. 5  
5. STARNES RANCHOS COMPANY, HOLDER OF EASEMENT PER  
BOOK 91, PAGE 50 & BOOK 91, PAGE 108, BOTH OF DEEDS.  
6. S. CAL. ED. CO. ALSO HOLDS EASEMENTS PER BOOK 836,  
PAGE 20, O.R. 5; BOOK 9300, PAGE 334, O.R. 5.

## IMPROVEMENT NOTICE

PURSUANT TO THE PROVISIONS OF SECTION 66411 OF THE SUBDIVISION MAP  
ACT, NOTICE IS HEREBY THAT EDINGER AVENUE AND SAYBROOK LANE SHALL BE  
IMPROVED IN ACCORDANCE WITH THE CITY OF HUNTINGTON BEACH STANDARDS  
AT THE TIME PARCEL NO. 2 IS DEVELOPED.

STATE OF CALIFORNIA }  
COUNTY OF ORANGE }

ON THIS 5<sup>TH</sup> DAY OF October, 1977, BEFORE ME, Lisa Strait,  
A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED  
VERNON F. HOUSER AND CLIFFORD C. HOUSER, KNOWN TO ME  
TO BE THE PARTNERS OF HOUSER BROS. CO., A LIMITED PARTNER-  
SHIP, THE PARTNERSHIP HAD EXECUTED THE WITHIN INSTRUMENT,  
AND THEY ACKNOWLEDGED TO ME THAT SUCH PARTNERSHIP EXECUTED THE  
SAME.

MY COMMISSION EXPIRES May 10, 1981

WITNESS MY HAND AND OFFICIAL SEAL:

Lisa Strait  
NOTARY PUBLIC IN AND FOR SAID STATE

IMPERIAL CROP OF AMERICA, SUBSTITUTED TRUSTEE FOR  
LIDO INSURANCE AGENCY, INC., A CALIFORNIA CORPORATION, AS  
TRUSTEE UNDER A DEED OF TRUST RECORDED IN BOOK 7877, PAGE 981  
AND IN BOOK 8583, PAGE 41, BOTH OF OFFICIAL RECORDS.

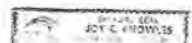
Charles M. Nibley  
VICE PRESIDENT  
IMPERIAL CROP OF AMERICA

John C. Knowles  
ASST. SECRETARY  
IMPERIAL CROP OF AMERICA

STATE OF CALIFORNIA }  
COUNTY OF ORANGE }

ON THIS 11<sup>TH</sup> DAY OF October, 1977, BEFORE ME, John C. Knowles,  
A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED  
Charles M. Nibley, KNOWN TO ME TO BE THE VICE PRESIDENT,  
AND John C. Knowles, KNOWN TO ME TO BE THE ASST. SECRETARY,  
OF IMPERIAL CROP OF AMERICA, INC., A CALIFORNIA CORPORATION, THE  
CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT, AND KNOWN  
TO ME TO BE THE PERSONS WHO EXECUTED THE WITHIN INSTRUMENT  
ON BEHALF OF SAID CORPORATION AND ACKNOWLEDGED TO ME THAT SUCH  
CORPORATION EXECUTED THE SAME.

WITNESS MY HAND AND OFFICIAL SEAL:



NOTARY PUBLIC IN AND FOR SAID STATE  
MY COMMISSION EXPIRES OCT 24, 1978

CALIFORNIA - SANSOME CORPORATION, A CALIFORNIA CORPORATION,  
AS TRUSTEE UNDER A DEED OF TRUST RECORDED IN BOOK 859,  
PAGE 173 OF OFFICIAL RECORDS.

Daniel J. Buechle  
VICE PRESIDENT  
CALIFORNIA - SANSOME CORPORATION

Thomas R. Auer  
ASST. SECRETARY  
CALIFORNIA - SANSOME CORPORATION

STATE OF CALIFORNIA }  
COUNTY OF ORANGE }

ON THIS 6<sup>TH</sup> DAY OF October, 1977, BEFORE ME, Sharon M. Kelly,  
A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED  
Daniel J. Buechle, KNOWN TO ME TO BE THE VICE PRESIDENT,  
AND Thomas R. Auer, KNOWN TO ME TO BE THE ASST. SECRETARY,  
OF CALIFORNIA - SANSOME CORPORATION, A CALIFORNIA CORPORATION,  
THE CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT,  
AND KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE WITHIN  
INSTRUMENT ON BEHALF OF SAID CORPORATION AND ACKNOWLEDGED TO  
ME THAT SUCH CORPORATION EXECUTED THE SAME.

WITNESS MY HAND AND OFFICIAL SEAL:



NOTARY PUBLIC IN AND FOR SAID STATE  
MY COMMISSION EXPIRES Nov 9, 1977

MAYLEN CORPORATION, A CALIFORNIA CORPORATION, AS TRUSTEE  
UNDER A DEED OF TRUST RECORDED IN BOOK 921, PAGE 433 OF  
OFFICIAL RECORDS MERGED INTO JAMES FINANCIAL CORPORATION

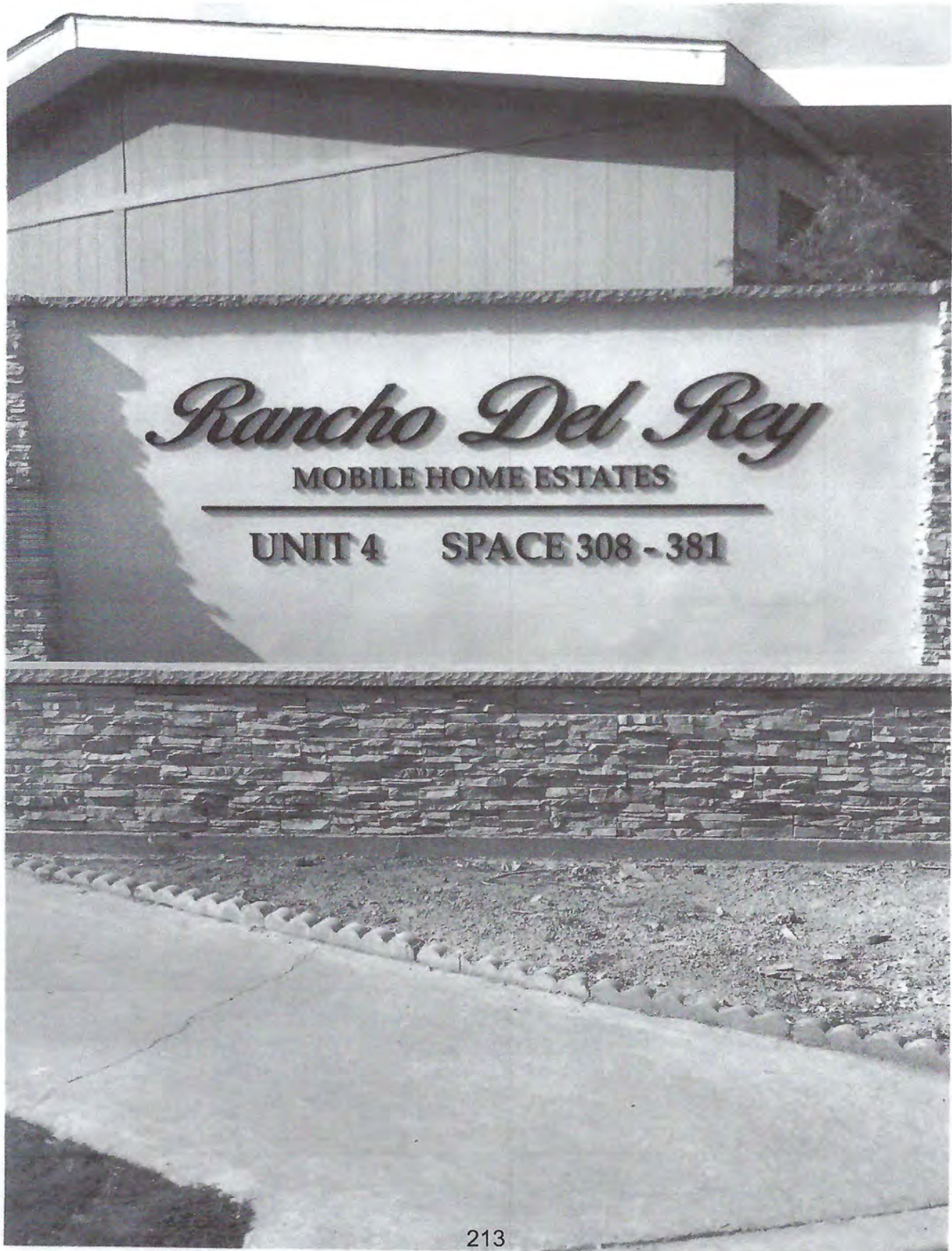
James C. Maylen  
VICE PRESIDENT  
MAYLEN CORPORATION

Elmer M. Wadsworth  
ASST. SECRETARY  
MAYLEN CORPORATION

STATE OF CALIFORNIA }  
COUNTY OF ORANGE }

ON THIS 20<sup>TH</sup> DAY OF October, 1977, BEFORE ME, Sharon M. Kelly,  
A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED  
James C. Maylen AND Elmer M. Wadsworth, KNOWN TO ME TO BE THE VICE  
PRESIDENT & ASST. SECRETARY, RESPECTIVELY, OF MAYLEN CORPORATION,  
THE CALIFORNIA CORPORATION THAT EXECUTED THE WITHIN  
INSTRUMENT.





Tax Map - myFirstAm

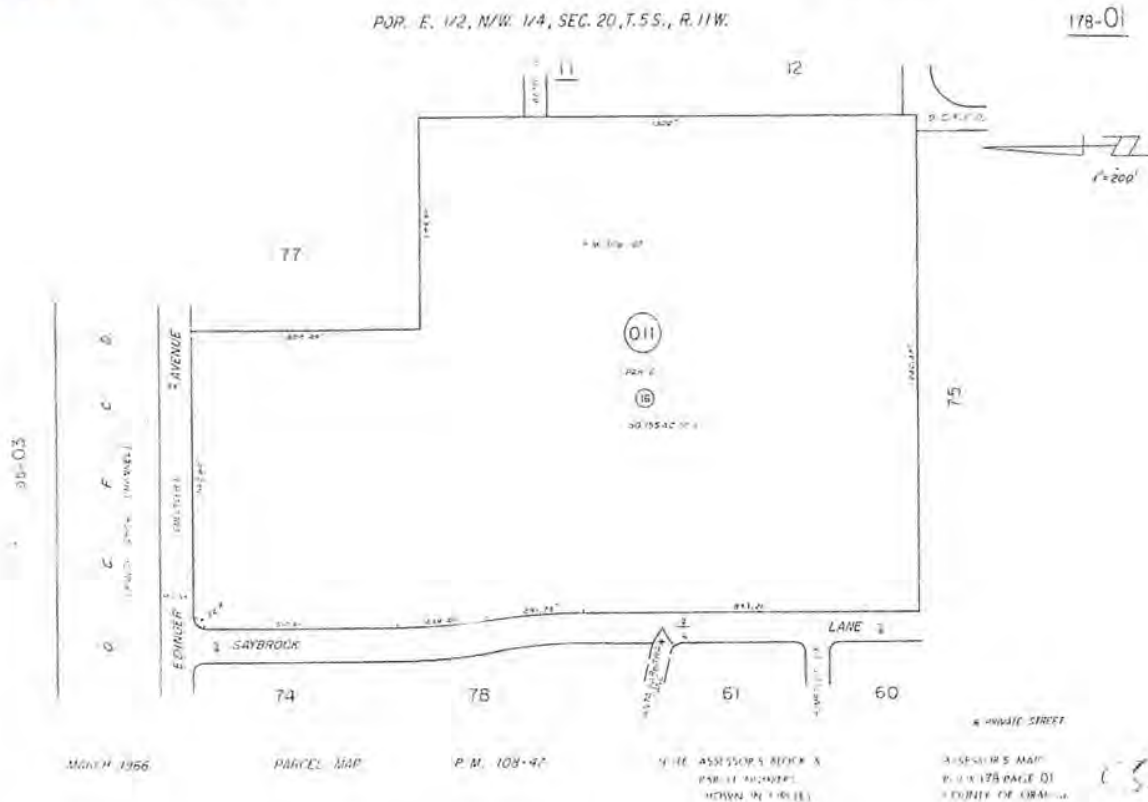
<https://www.myfirstam.com/Polygon/MapSearch>



## First American

myFirstAm® Tax Map

**16222 Monterey Ln #376, Huntington Beach, CA 92649**



### Tax Map

16222 Monterey Ln #376, Huntington Beach, CA 92649

11/15/2019

This report is only for the myFirstAm user who applied for it. No one else can rely on it. As a myFirstAm user, you already agreed to our disclaimer regarding third party property information accuracy. You can view it here: [www.myfirstam.com/Security/ShowEULA](http://www.myfirstam.com/Security/ShowEULA). ©2005-2019 First American Financial Corporation and/or its affiliates. All rights reserved.

## **EXHIBIT “E”**





**Cheryl Sharpe** / Senior Loan Processor

**U.S. Financial Network, Inc.**

Office: (800) 655-9044 / Fax: (800) 442-5233

<http://www.usfinancialnet.com>

[Quoted text hidden]

---

**Jamie Gallian** <jamiegallian@gmail.com>  
To: Jeff Golden <jgolden@wglp.com>, Ed Hays <EHays@marshackhays.com>  
Cc: Jamie Gallian <jamiegallian@gmail.com>

Sun, Mar 20, 2022 at 9:26 PM

Mr. Golden, Mr. Hays

I received this comprehensive report compiling the last two years of sales of homes here at Rancho Del Rey and the next closest park Skandia.

Please note the last page of each report.

The average sales price for a home in Rancho Del Rey is \$240,000.00, during the period 3/14/2020 through 3/14/2022 .

I disclosed on my Schedule A, an estimated figure of \$235,000.00. That does not include any value of the leasehold in the ground underneath the home.

On Schedule A, I entered unknown for the entire value combined.

If the Trustee would like me to amend Schedule A, please let me know.

[Quoted text hidden]

---

**Jamie Gallian** <jamiegallian@gmail.com>  
To: Jeff Golden <jgolden@wglp.com>, Ed Hays <EHays@marshackhays.com>, Vivienne Alston <valston@aadlawyers.com>, Lori Werner <lwerner@wglp.com>, Jamie Gallian <jamiegallian@gmail.com>

Sun, Mar 20, 2022 at 9:32 PM

File attached,

Sorry.

Sincerely,

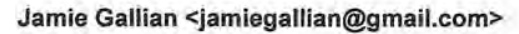
Jamie Gallian  
714-321-3449  
[jamiegallian@gmail.com](mailto:jamiegallian@gmail.com)

----- Forwarded message -----

From: **Cheryl Sharpe** <[Cheryl@usfinancialnet.com](mailto:Cheryl@usfinancialnet.com)>  
Date: Mon, Mar 14, 2022 at 12:17 PM  
Subject: RANCHO DEL REY; SKANDIA  
To: Jamie Gallian <[jamiegallian@gmail.com](mailto:jamiegallian@gmail.com)>

7/8/22, 8:00 AM





7/8/22, 8:00 AM

Park Name : **RANCHO DEL REY  
MOBILE ESTATES**  
Park : 16222 MONTEREY L  
Address : HUNTINGTON BEACH, CA  
92649  
Spaces : 379  
From : 3/14/2020 to 3/14/2022  
Report date : 3/14/2022

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
16222 MONTEREY LN #315 HUNTINGTON BEACH	03/29/2006 DELAWARE WESTERN HOMES CORP SILVERCREST	\$365,000.00 <del>\$325,000.00</del> 12/03/2021	<u>LB15646</u>	15.5 61 14.8333 61	1850.33 \$175.64
16222 MONTEREY LN #105 HUNTINGTON BEACH	11/20/2009 CMH MANUFACTURING WEST INC CHATEAU SERIES	\$148,195.00 <del>\$285,000.00</del> 10/15/2021	<u>LBK6772</u> 5 STAR HOMES	14.8333 54 14.8333 54	1802 \$177.90
16222 MONTEREY LN #81 HUNTINGTON BEACH	01/01/1985 MONTCLAIR MOBILE HOMES BONANZA	\$3,300.00 <del>\$149,000.00</del> 10/08/2021	<u>LB4900</u> 5 STAR HOMES	10 48 10 48	980 \$155.21
16222 MONTEREY LN #23 HUNTINGTON BEACH	04/18/1997 FLEETWOOD HM CALIF INC SUNPOINTE VVS	\$64,235.00 <del>\$135,000.00</del> 10/01/2021	<u>LAX7136</u> 5 STAR HOMES	11.75 57.3333 11.75 56	1331.67 \$101.38
16222 MONTEREY LN #310 HUNTINGTON BEACH	12/04/2003 CHAMPION HOME BUILDERS COMPANY RESIDENTIAL	\$153,325.00 <del>\$319,500.00</del> 09/28/2021	<u>LBFB142</u>	13.3333 58 13.3333 60	1573.33 \$203.07
16222 MONTEREY LN #25 HUNTINGTON BEACH	08/27/2004 SKYLINE HOMES INC OAKMANOR	\$271,050.00 <del>\$270,000.00</del> 09/15/2021	<u>LBG5840</u> 5 STAR HOMES	13.3333 59 13.3333 60.3333	1581.11 \$169.69
16222 MONTEREY LN #150 HUNTINGTON BEACH	11/03/2005 SKYLINE HOMES INC OAKMANOR	\$288,637.00 <del>\$280,000.00</del> 09/08/2021	<u>LBH7988</u> 5 STAR HOMES	13.3333 56 13.3333 56	1493.33 \$187.60
16222 MONTEREY LN #159 HUNTINGTON BEACH	01/01/1985 SKYLINE SKYLINE	\$3,100.00 <del>\$75,000.00</del> 07/29/2021	<u>LBQ7483</u> 5 STAR HOMES	10 52	520 \$144.23
16222 MONTEREY LN #316 HUNTINGTON BEACH	02/01/2013 CMH MANUFACTURING WEST INC GOLDEN WEST	\$148,572.00 <del>\$100,000.00</del> 07/27/2021	<u>LBN2518</u>	13.5 60 13.5 60	1620 \$61.73
16222 MONTEREY LN #277 HUNTINGTON BEACH	01/01/1985 ROLLAWAY	\$10,999.00 <del>\$162,000.00</del> 07/21/2021	<u>LBC7654</u> 5 STAR HOMES	12 57 12 57	1368 \$118.42
16222 MONTEREY LN #70 HUNTINGTON BEACH	PTHSE	\$9,300.00 <del>\$48,000.00</del> 06/30/2021	<u>ABA2838</u>	10 56 10 56	1120 \$42.86

16222 MONTEREY LN #128 HUNTINGTON BEACH	07/24/2000 DELAWARE WESTERN HOMES CORP SILVERCREST	\$113,000.00 <b>\$215,000.00</b> 06/30/2021	<u>LBC1704</u> 5 STAR HOMES	12 53.3333 12 53.3333	1280 \$167.97
16222 MONTEREY LN #30 HUNTINGTON BEACH	10/04/1999 DELAWARE WESTERN HOMES CORP SILVERCREST	\$102,199.00 <b>\$169,000.00</b> 05/13/2021	<u>LBA2954</u> 5 STAR HOMES	13.5 56 12.8333 56	1474.67 \$114.60
16222 MONTEREY LANE SP 22 HUNTINGTON BEACH	11/11/2013 CMH MANUFACTURING WEST INC GOLDEN WEST	\$130,000.00 <b>\$212,000.00</b> 05/10/2021	<u>LBL8405</u> 5 STAR HOMES	11.8333 58 11.8333 58	1372.67 \$154.44
16222 MONTEREY LANE #282 HUNTINGTON BEACH	11/07/2013 CMH MANUFACTURING WEST INC CMH	\$202,858.00 <b>\$330,000.00</b> 05/07/2021	<u>LBL7735</u> 5 STAR HOMES	14.8333 60 14.8333 58	1750.33 \$188.54
16222 MONTEREY LN #221 HUNTINGTON BEACH	02/26/2010 CMH MANUFACTURING WEST INC CASTLE LIMITED	\$225,000.00 <b>\$319,500.00</b> 04/29/2021	<u>LBK5051</u> EAGLE COMMUNITY CREDIT UNION J/R MOBILEHOME SALES	11.8333 60 9.83333 56 11.8333 56	1923.33 \$166.12
16222 MONTEREY LANE #10 HUNTINGTON BEACH	08/14/2006 DELAWARE WESTERN HOMES CORP SILVERCREST	\$236,153.00 <b>\$330,000.00</b> 04/23/2021	<u>LB17633</u> 5 STAR HOMES	13.5 62.6667 13.5 61.3333 13.5 27	2038.5 \$161.88
16222 MONTEREY LN #50 HUNTINGTON BEACH	07/11/1991 HALLMARK SOUTHWEST CORP WINCHESTER II	\$55,000.00 <b>\$105,000.00</b> 04/07/2021	<u>LAT2541</u> 5 STAR HOMES	12 56 12 56	1344 \$78.12
16222 MONTEREY LN #274 HUNTINGTON BEACH	01/01/1968 VIKING EDGEWOOD	\$15,700.00 <b>\$187,000.00</b> 03/30/2021	<u>LBN5869</u> EAGLE COMMUNITY CREDIT UNION BLUE CARPET MANUFACTURED HOMES	12 57 12 57	1368 \$136.70
16222 MONTEREY LN #254 HUNTINGTON BEACH	01/01/1968 CORNELL CORNELL	\$14,100.00 <b>\$109,000.00</b> 03/17/2021	<u>LBO5799</u> 5 STAR HOMES	12 57 12 57	1368 \$79.68
16222 MONTEREY LN #325 HUNTINGTON BEACH	08/01/2008 SKYLINE HOMES INC PALMSPRINGS	\$199,600.00 <b>\$270,000.00</b> 03/12/2021	<u>LBJ9095</u> 5 STAR HOMES	13.3333 60 13.3333 58	1573.33 \$171.61
16222 MONTEREY LN #192 HUNTINGTON BEACH	06/03/2003 DELAWARE WESTERN HOMES CORP SILVERCREST	\$205,000.00 <b>\$205,000.00</b> 03/01/2021	<u>LBF4183</u>	13.5 56 12.8333 58	1474.67 \$139.01
16222 MONTEREY LN #265 HUNTINGTON BEACH	11/10/2020 CHAMPION HOME BUILDERS INC SKYLINE	\$306,641.00 <b>\$306,641.00</b> 01/08/2021	<u>LBO4991</u> J/R MOBILEHOME SALES	13.3333 60 13.3333 60	1600 \$191.65
16222 MONTEREY LN #109 HUNTINGTON BEACH	03/27/2020 CMH MANUFACTURING WEST INC CLAYTON	\$212,000.00 <b>\$212,000.00</b> 12/15/2020	<u>LBO4868</u> MACY HOMES INC	11.6667 56 11.6667 56	1306.67 \$162.24



16222 MONTEREY LN #213 HUNTINGTON BEACH	04/13/2004 SKYLINE HOMES INC OAKMANOR	\$227,489.00 \$262,500.00 11/24/2020	<u>LB9757</u>	11.8333 52 11.8333 56 11.8333 56	1940.67 \$135.26
16222 MONTEREY LN #119 HUNTINGTON BEACH	SKYLINE SKYLINE	\$17,899.00 \$135,000.00 10/30/2020	<u>LAZ5405</u>	12 56 12 56	1344 \$100.45
16222 MONTEREY LN #343 HUNTINGTON BEACH	01/21/2013 CMH MANUFACTURING WEST INC GOLDEN WEST	\$133,709.00 \$205,000.00 10/29/2020	<u>LBL4819</u> 5 STAR HOMES	13.5 58 13.5 58	1566 \$130.91
16222 MONTEREY LN #57 HUNTINGTON BEACH	08/02/2011 CMH MANUFACTURING WEST INC GOLDEN WEST	\$105,500.00 \$190,000.00 10/27/2020	<u>LBK9621</u> 5 STAR HOMES	11.8333 56 11.8333 56	1325.33 \$143.36
16222 MONTEREY LN #157 HUNTINGTON BEACH	09/27/2004 CHAMPION HOME BUILDERS COMPANY WELLINGTON MANOR	\$0.00 \$137,000.00 10/02/2020	<u>LBH5292</u> J/R MOBILEHOME SALES	11.6667 56 11.6667 56	1306.67 \$104.85
16222 MONTEREY LN #296 HUNTINGTON BEACH	01/29/2015 SKYLINE HOMES INC SUNSET RIDGE	\$206,587.00 \$271,000.00 09/24/2020	<u>LBM2824</u> 5 STAR HOMES	13.3333 62.6667 13.3333 60	1635.56 \$165.69
16222 MONTEREY LN #231 HUNTINGTON BEACH	07/13/2004 DELAWARE WESTERN HOMES CORP SILVERCREST	\$269,000.00 \$199,900.00 09/17/2020	<u>LB12401</u>	13.5 56 12.8333 56	1474.67 \$135.56
16222 MONTEREY LANE #269 HUNTINGTON BEACH	06/08/2000 SKYLINE HOMES INC OAKMANOR	\$98,681.00 \$240,000.00 09/11/2020	<u>LB5766</u> 5 STAR HOMES	11.8333 52 11.8333 56 11.8333 62	2011.67 \$119.30
16222 MONTEREY LN #108 HUNTINGTON BEACH	06/26/2007 PALM HARBOR HOMES INC PALM HARBOR	\$275,000.00 \$265,000.00 08/12/2020	<u>LB3986</u> EAGLE COMMUNITY CREDIT UNION 5 STAR HOMES	13.3333 56 13.3333 59	1533.33 \$172.83
16222 MONTEREY LN #280 HUNTINGTON BEACH	05/17/2006 CMH MANUFACTURING WEST INC GOLDEN WEST	\$298,000.00 \$200,000.00 08/12/2020	<u>LB1431</u> 5 STAR HOMES	11.8333 54 9.83333 53.3333 11.8333 46	1707.78 \$117.11
16222 MONTEREY LN #311 HUNTINGTON BEACH	11/18/2013 SKYLINE HOMES INC SUNSET RIDGE	\$157,911.00 \$278,000.00 07/08/2020	<u>LB18907</u> 5 STAR HOMES	13.3333 56 13.3333 58.6667	1528.89 \$181.83
16222 MONTEREY LN SP 133 HUNTINGTON BEACH	01/01/1973 SILVERCREST SILVERCREST	\$22,100.00 \$107,000.00 06/23/2020	<u>LBO3342</u> 5 STAR HOMES	12 64 12 64	1536 \$69.66
16222 MONTEREY LANE #82 HUNTINGTON BEACH	12/14/1998 SKYLINE HOMES INC GLENHAVEN	\$92,000.00 \$245,000.00 05/15/2020	<u>LAZ2767</u>	11.8333 52 11.8333 52 11.8333 46	1798.67 \$136.21
16222 MONTEREY LN #14 HUNTINGTON BEACH	07/26/2011 CMH MANUFACTURING WEST INC GOLDEN WEST	\$109,647.00 \$204,500.00 05/06/2020	<u>LBK9624</u>	11.8333 56 11.8333 56	1325.33 \$154.30
16222 MONTEREY LN #53 HUNTINGTON BEACH	07/10/2019 CHAMPION HOME BUILDERS INC SUNSET RIDGE	\$230,000.00 \$230,000.00 06/04/2020	<u>LBO3276</u> T K M HOME SALES INC.	10 56 11.8333 54	1199 \$191.83

	Original	Resale
Total	\$5,738,487.00	\$8,288,541.00
Average	\$147,140.69	\$212,526.69
Max	\$365,000.00	\$330,000.00
Min	\$0.00	\$48,000.00
Avg \$SqFt	\$93.81	\$141.27
Avg SqFt	1491	1491
Number of records	39	



Park Name : **SKANDIA MOBILE CC**

Park : 16444 BOLSA CHICA  
Address : HUNTINGTON BEACH, CA  
92649

Spaces : 167

From : 3/14/2020 to 3/14/2022

Report date : 3/14/2022

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
16444 BOLSA CHICA #12 HUNTINGTON BEACH	06/21/2021 CHAMPION HOME BUILDERS INC-COR SILVERCREST	\$287,850.00 <del>\$287,850.00</del> 09/24/2021	<u>LBO7177</u> BLUE CARPET MANUFACTURED HOMES	11.8333 57.3333 11.8333 57.3333	1356.89 \$212.14
16444 BOLSA CHICA ST #14 HUNTINGTON BEACH	07/29/2011 SKYLINE HOMES INC PALMSPRINGS	\$182,015.00 <del>\$268,555.00</del> 08/20/2021	<u>LBK9472</u>	13.3333 60 13.3333 60	1600 \$167.85
16444 BOLSA CHICA RD #140 HUNTINGTON BEACH	10/29/2004 SKYLINE HOMES INC OAKMANOR	\$197,108.00 <del>\$185,000.00</del> 08/03/2021	<u>LBG6541</u>	13.3333 56 13.3333 56	1493.33 \$123.88
16444 BOLSA CHICA RD #8 HUNTINGTON BEACH	10/21/2003 SKYLINE HOMES INC OAKMANOR	\$160,875.00 <del>\$274,500.00</del> 07/06/2021	<u>LBF5580</u>	13.3333 56 13.3333 56	1493.33 \$183.82
16444 BOLSA CHICA #81 HUNTINGTON BEACH	11/30/2004 DELAWARE WESTERN HOMES CORP SILVERCREST	\$228,396.00 <del>\$189,900.00</del> 03/12/2021	<u>LBG7635</u> J/R MOBILEHOME SALES	12 60 12 60	1440 \$131.88
16444 BOLSA CHICA ST SP 141 HUNTINGTON BEACH	04/01/2005 DELAWARE WESTERN HOMES CORP SILVERCREST	\$235,000.00 <del>\$189,000.00</del> 12/22/2020	<u>LBH3077</u> EAGLE COMMUNITY CREDIT UNION	13.5 55 12.8333 55	1448.33 \$130.49
16444 BOLSA CHICA ST #125 HUNTINGTON BEACH	01/23/2013 CMH MANUFACTURING WEST INC GOLDEN WEST	\$136,000.00 <del>\$220,000.00</del> 11/18/2020	<u>LBL5145</u>	13.5 58 13.5 58	1586 \$140.49
16444 BOLSA CHICA #34 HUNTINGTON BEACH	02/13/2002 SKYLINE HOMES INC OAKMANOR	\$130,705.00 <del>\$289,500.00</del> 10/14/2020	<u>LBG6797</u> 5 STAR HOMES	13.3333 58.6667 13.3333 58.6667	1584.44 \$185.05
16444 BOLSA CHICA ST #57 HUNTINGTON BEACH	08/29/2007 SKYLINE HOMES INC OAKMANOR	\$210,000.00 <del>\$195,000.00</del> 10/08/2020	<u>LBJ5268</u> 5 STAR HOMES	11.8333 56 11.8333 45.6667	1203.06 \$162.09
16444 BOLSA CHICA RD #7 HUNTINGTON BEACH	01/28/2004 SKYLINE HOMES INC OAKMANOR	\$159,900.00 <del>\$215,000.00</del> 09/28/2020	<u>LBF7355</u>	13.3333 56 13.3333 56	1493.33 \$143.97
16444 BOLSA CHICA RD #149 HUNTINGTON BEACH	07/17/2020 CHAMPION HOME BUILDERS INC SUNSET RIDGE	\$239,000.00 <del>\$239,000.00</del> 09/16/2020	<u>LBO5092</u> J/R MOBILEHOME SALES	13.3333 56 13.3333 54	1466.67 \$162.95

16444 BOLSA CHICA ST #126 HUNTINGTON BEACH	07/21/2020 CHAMPION HOME BUILDERS INC SILVERCREST	\$268,353.00 <del>\$268,353.00</del> 08/07/2020	<u>LBO3916</u> BLUE CARPET MANUFACTURED HOMES	13.3333 58 13.3333 56	1520 \$176.55
16444 BOLSA CHICA #98 HUNTINGTON BEACH	02/07/2020 CHAMPION HOME BUILDERS INC SUNSET RIDGE	\$289,000.00 <del>\$289,000.00</del> 06/17/2020	<u>LBO3158</u> J/R MOBILEHOME SALES	13.3333 56 13.3333 54	1466.67 \$197.05
16444 BOLSA CHICA #122 HUNTINGTON BEACH	08/14/2015 CMH MANUFACTURING WEST INC GOLDEN WEST	\$191,600.00 <del>\$254,500.00</del> 04/03/2020	<u>LBM5043</u> BLUE CARPET MANUFACTURED HOMES	13.5 58 13.5 58	1566 \$162.52

	Original	Resale
Total	\$2,915,802.00	\$3,365,158.00
Average	\$208,271.57	\$240,368.43
Max	\$289,000.00	\$289,500.00
Min	\$130,705.00	\$185,000.00
Avg \$SqFt	\$142.67	\$162.91
Avg SqFt	1477	1477
Number of records	14	

port.

MH Online Value/Price Report Receipt  
July 27, 2021 at 8:55 AM

## MH Online Receipt

### Order Information

**Description:** Basic Value Report  
**Invoice Number:** 448119-VIR

### Billing Information

Jamie Gallian  
16222 Monterey Ln #376  
Huntington Beach, CA 92649  
[jamiiegallian@gmail.com](mailto:jamiiegallian@gmail.com)  
714-321-3449

<b>Basic Value Report:</b>	\$30.00
<b>CC Surcharge @ 2%:</b>	0.60
<b>Total Amount Charged:</b>	\$30.60(USD)

### Payment Information

**Date/Time:** 2021-07-27 15:55:06  
**Transaction ID:** 6274013055746473204275  
**Payment Method:** Visa XXXX7357  
**Transaction Type:** Purchase

### Merchant Contact Information

[NADAguides.com](https://NADAguides.com)  
Costa Mesa, CA 92626  
United States  
[reg-dl-mhonline-reports@jdpa.com](mailto:reg-dl-mhonline-reports@jdpa.com)



**J.D. POWER**

## Used Manufactured Home Value Report



Reference Number 448119

Edition July-Aug 2021

Date 07/27/2021

Year Mfg'd	Manufacturer	Trade Name	State	Region
2014	SKYLINE	CUSTOM VILLA	CA	PA

Floor Areas: Triple-Wide

	Width		Length	Total Value
Main Floor Area:	54	x	60	\$171,168.00

1. Base Structure Value		<b>\$171,168.00</b>
2. State Location Adjustment	x	107 %
3. Total Guide Book Retail Value (in average condition)		<b>\$183,149.76</b>
4. Condition Adjustment Selected: Good	x	109 %
5. Condition Adjusted Value		<b>\$199,633.24</b>
6. Total Adjusted Value of Home		<b>\$199,633.24</b>
7. Total Additional Features	+	\$10,363.32
8. Total Adjusted (Retail) Value of Home and Optional Equipment		<b>\$209,996.56</b>

Comments: This value report was produced by using NADAguides.com's Manufactured Housing Online Request Form. This is an automated valuation tool that generates value reports based on user-selected home criteria.

The value indication of this value report represents the depreciated replacement cost of the home and added features in retail dollars, and does not include adjustments for land, community "in place location value", or local market comparable sales.

This is not an appraisal form.

### Disclaimer

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**J.D. POWER**



## Used Manufactured Home Value Report

Reference Number 448119

Edition July-Aug 2021

Date 07/27/2021

Year Mfg'd	Manufacturer	Trade Name	State	Region
2014	SKYLINE	CUSTOM VILLA	CA	PA

### ADDITIONAL FEATURES

Description	Quantity	Unit of Measure	Age	Unit Price	Total Value
<b><u>Components</u></b>					
<b>BATH FIXTURES</b>					
Fiberglass Shower Stall	1	ea.	5+ Yrs	\$136.00	\$136.00
Garden Tub (Skirted)	1	ea.	5+ Yrs	\$226.00	\$226.00
Fiberglass Tub - Combo	1	ea.	5+ Yrs	\$191.00	\$191.00
Total BATH FIXTURES					\$553.00
<b>DOORS</b>					
Deluxe House Type Exterior Door	2	ea.	5+ Yrs	\$99.00	\$198.00
Total DOORS					\$198.00
<b>ELECTRICAL</b>					
Electric Home - Total	1	ea.	5+ Yrs	\$363.00	\$363.00
Total ELECTRICAL					\$363.00
<b>FAN</b>					
Ceiling Paddle Fan	3	ea.	5+ Yrs	\$67.00	\$201.00
Total FAN					\$201.00
<b>FLOORING</b>					
T & G Plywood Sub-Flooring	3240	sq. ft.	5+ Yrs	\$0.25	\$810.00
Total FLOORING					\$810.00
<b>HOUSE TYPE ROOFING</b>					
Multi-wide	1	home	5+ Yrs	\$431.00	\$431.00
Third/Tag-A-Long Section	1	home	5+ Yrs	\$123.00	\$123.00
Total HOUSE TYPE ROOFING					\$554.00
<b>HOUSE TYPE SIDING</b>					
Multi-wide	1	home	5+ Yrs	\$833.00	\$833.00
Third/Tag-A-Long Section	1	home	5+ Yrs	\$343.00	\$343.00
Total HOUSE TYPE SIDING					\$1,176.00



**J.D. POWER**



## Used Manufactured Home Value Report

Reference Number 448119

Edition July-Aug 2021

Date 07/27/2021

Year Mfg'd	Manufacturer	Trade Name	State	Region
2014	SKYLINE	CUSTOM VILLA	CA	PA

### Components

#### INTERIOR

Cathedral/Vaulted Ceiling Rooms	6	ea.	5+ Yrs	\$121.00	\$726.00
Total INTERIOR					\$726.00

#### KITCHEN APPLIANCES

22 CF Refrigerator	1	ea.	5+ Yrs	\$485.00	\$485.00
Dishwasher	1	ea.	5+ Yrs	\$177.00	\$177.00
Garbage Disposal	1	ea.	5+ Yrs	\$80.00	\$80.00
Total KITCHEN APPLIANCES					\$742.00

#### MISCELLANEOUS

Clothes Washer	1	ea.	5+ Yrs	\$199.00	\$199.00
Clothes Dryer	1	ea.	5+ Yrs	\$221.00	\$221.00
Fireplace (Built-In/Permanent)	1	ea.	5+ Yrs	\$1,011.00	\$1,011.00
Total MISCELLANEOUS					\$1,431.00

#### PLUMBING

Stainless Steel Sink	1	ea.	5+ Yrs	\$92.00	\$92.00
Total PLUMBING					\$92.00

#### WINDOWS

Skylight	2	ea.	5+ Yrs	\$133.00	\$266.00
Total WINDOWS					\$266.00

### **Total Components**

**\$7,112.00**

### Accessories

#### PORCHES/DECKS (Measure Width x Length Including Carpet & Rails)

Elevated - Wood w/Rails	120	sq. ft.	5+ Yrs	\$6.78	\$813.60
Total PORCHES/DECKS (Measure Width x Length Including Carpet & Rails)					\$813.60

#### SKIRTING TO 30" HIGH (Measure Around Perimeter)

Shiplap (Horizontal)	228	lin. ft.	5+ Yrs	\$6.24	\$1,422.72
Total SKIRTING TO 30" HIGH (Measure Around Perimeter)					\$1,422.72

**J.D. POWER**

## Used Manufactured Home Value Report



Reference Number 448119

Edition July-Aug 2021

Date 07/27/2021

Year Mfg'd	Manufacturer	Trade Name	State	Region
2014	SKYLINE	CUSTOM VILLA	CA	PA

### Accessories

#### STEPS

Wood - 3 Steps	5	ea.	5+ Yrs	\$203.00	\$1,015.00
Total STEPS					\$1,015.00
Total Accessories					\$3,251.32
Total Additional Features					\$10,363.32



City Address, School, Agent, ...



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Property Details

Sale & Tax History

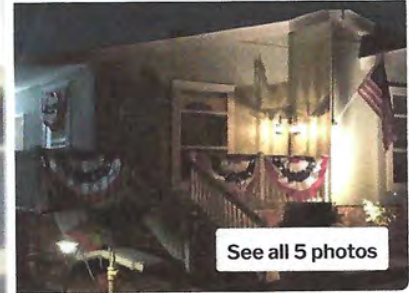
Public Facts

Schools

OFF MARKET



Street View



See all 5 photos



## Home Values Near 16222 Monterey Ln #376

Data from public records.

Address	Redfin Estimate	Address	Redfin Estimate	Address	Redfin Estimate
16222 Monterey Lane Unit 1 Huntington Beach, CA - Beds   - Baths   - Sq. Ft.	—	16222 Monterey Lane Unit 111 Huntington Beach, CA 2 Beds   - Baths   1060 Sq. Ft.	\$145,367	16222 Monterey Lane Unit 147 Huntington Beach, CA - Beds   - Baths   - Sq. Ft.	—
16222 Monterey Lane Unit 261 Huntington Beach, CA - Beds   - Baths   - Sq. Ft.	—	16222 Monterey Lane Unit 62 Huntington Beach, CA 2 Beds   2 Baths   1340 Sq. Ft.	\$174,321	16222 Monterey Lane Unit 86 Huntington Beach, CA - Beds   - Baths   - Sq. Ft.	—
16222 Monterey Lane Unit 322 Huntington Beach, CA - Beds   - Baths   - Sq. Ft.	—	16222 Monterey Lane Unit 210 Huntington Beach, CA 3 Beds   2 Baths   1493 Sq. Ft.	\$248,280	16222 Monterey Lane Unit 337 Huntington Beach, CA - Beds   - Baths   - Sq. Ft.	—
16222 Monterey Lane Unit 310 Huntington Beach, CA - Beds   - Baths   - Sq. Ft.	—	16222 Monterey Lane Unit 93 Huntington Beach, CA 3 Beds   2 Baths   1600 Sq. Ft.	\$253,024	16222 Monterey Lane Unit 204 Huntington Beach, CA - Beds   - Baths   - Sq. Ft.	—
16222 Monterey Lane Unit 150 Huntington Beach, CA - Beds   - Baths   - Sq. Ft.	—	16222 Monterey Lane Unit 260 Huntington Beach, CA - Beds   - Baths   - Sq. Ft.	—	16222 Monterey Lane Unit 24 Huntington Beach, CA - Beds   - Baths   - Sq. Ft.	—
16222 Monterey Lane Unit 320 Huntington Beach, CA 3 Beds   2 Baths   1727 Sq. Ft.	\$328,497	16222 Monterey Lane Unit 294 Huntington Beach, CA - Beds   - Baths   - Sq. Ft.	\$185,331	16222 Monterey Lane Unit 201 Huntington Beach, CA - Beds   - Baths   - Sq. Ft.	—
16222 Monterey Lane Unit 313 Huntington Beach, CA - Beds   - Baths   - Sq. Ft.	—	16222 Monterey Lane Unit 99 Huntington Beach, CA - Beds   - Baths   - Sq. Ft.	—	16222 Monterey Lane Unit 256 Huntington Beach, CA - Beds   - Baths   - Sq. Ft.	—

Show Less ^

16222 Monterey Ln #376, Huntington Beach, CA 92649

**\$296,642**

Redfin Estimate

**2**

Beds

**2**

Baths

**1,566**

Sq Ft

[View Owner Dashboard](#)

Off Market

## About This Home

16222 Monterey Ln #376 is a 1,566 square foot home with 2 bedrooms and 2 bathrooms. This home is currently off market. Based on Redfin's Huntington Beach data, we estimate the home's value is \$296,642.

Redfin last checked: [over 7 days ago](#). Source: Public Records

## Redfin Estimate for 16222 Monterey Ln #376

[Edit Home Facts](#) to improve accuracy.

[Create an Owner Estimate](#)

**\$296,642**

[See estimate history](#)

Redfin Estimate based on recent home sales.

SOLD APR 26, 2022

**\$285,000** Sold Price

A

3 Beds 2 Baths 1,824 Sq. Ft.

16222 Monterey Ln #375, Huntington Beach, CA 92649

- \$33/sq ft

↓ 12 years older

SOLD JAN 18, 2022

**\$300,000** Sold Price

3 Beds 2 Baths 1,566 Sq. Ft.

16222 Monterey Ln #314, Huntington Beach, CA 92649

+ \$3/sq ft

↓ 1 year older

[View comparables on map](#)

## Homeowner Tools



[Edit home facts](#)

Review property details and add renovations.



**Manage photos**

Update home photos or make them private.

**Create an Owner Estimate**

Select recent home sales to estimate your home's value.

**View Owner Dashboard**

Track your estimate and nearby sale activity.

**Home Facts**

Status	Off Market	Property Type	Mobile/Manufactured Home
Year Built	2014		

**Price Insights**

<u>Redfin Estimate</u>	\$296,642	Price/Sq.Ft.	\$189
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Advertisement

[Hide this ad](#)**Property Details for 16222 Monterey Ln #376****Exterior Features, Taxes / Assessments****Mobile Home Information**

- Is Mobile Home

**Assessor Information**

- Assessment Year: 2021

**Property / Lot Details**

**Property Information**

- Legal Description: T-MHP; RANDRE MSP: 376

**Lot Information**

- # of Buildings: 1
- County Use Description: MOBILE HOME

This data may not show owner updates. [Learn more.](#)

**Sale & Tax History for 16222 Monterey Ln #376****Sale History** Tax History**Today**

Dec 17, 2018 Date	Delisted (Withdrawn) CRMLS #OC18179029	— Price
Dec 16, 2018 Date	Relisted (Active) CRMLS #OC18179029	— Price
Dec 2, 2018 Date	Relisted (Active) CRMLS #OC18179029	— Price
Dec 2, 2018 Date	Delisted (Hold Do Not Show) CRMLS #OC18179029	— Price
Nov 21, 2018 Date	Delisted (Hold Do Not Show) CRMLS #OC18179029	— Price
Nov 10, 2018 Date	Price Changed CRMLS #OC18179029	* Price
Oct 19, 2018 Date	Price Changed CRMLS #OC18179029	* Price
Oct 5, 2018 Date	Price Changed CRMLS #OC18179029	* Price
Aug 8, 2018 Date	Price Changed CRMLS #OC18179029	* Price
Jul 25, 2018 Date	Listed (Active) CRMLS #OC18179029	* Price



Listing provided courtesy of CRMLS

Advertisement

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**Public Facts for 16222 Monterey Ln #376****Edit Facts**

Beds	2	Style	Mobile/Manufactured Home
Baths	2	Year Built	2014
Sq. Ft.	1,566	Year Renovated	—
Stories	1	County	Orange County
Parking Spaces	3	APN	89156962
Basement	No	HOA Dues	—
Accessible	No	Garage	No
Lot Size	—	Features	—

Home facts updated by owner on May 16, 2022. [View Public Records](#)**Schools**GreatSchools Summary Rating

7/10	<b>Harbour View Elementary Sc...</b> Public, K-5 • Serves this home	687 Students	0.4mi Distance	40 reviews
6/10	<b>Marine View Middle School</b> Public, 6-8 • Serves this home	730 Students	1.7mi Distance	11 reviews
9/10	<b>Marina High School</b> Public, 9-12 • Serves this home	2443 Students	1.4mi Distance	9 reviews

School data is provided by GreatSchools, a nonprofit organization. Redfin recommends buyers and renters use GreatSchools information and ratings as a first step, and conduct their own investigation to determine their desired schools or school districts, including by contacting and visiting the schools themselves.

Redfin does not endorse or guarantee this information. School service boundaries are intended to be used as a reference only; they may change and are not guaranteed to be accurate. To verify school enrollment eligibility, contact the school district directly.

**Around This Home**

## Transportation in 92649

27 / 100

Car-Dependent  
Walk Score®

28 / 100

Some Transit  
Transit Score®

66 / 100

Bikeable  
Bike Score®

## Recommended For You

Based on homes you've looked at.



**\$114,999**

2 Beds 2 Baths 800 Sq. Ft.

7887 Lampson Ave #88, Garden Grove, CA 92841



**\$115,000**

2 Beds 2 Baths 1,248 Sq. Ft.

8111 Stanford Ave #38, Garden Grove, CA 92841



**\$196,900**

4 Beds 2 Baths 1,392 Sq. Ft.

20701 Beach Blvd #298, Huntington Beach, CA 92648



**\$154,800**

3 Beds 2 Baths 1,100 Sq. Ft.

5772 Garden Grove Blvd #52, Westminster, CA 92683



**\$129,000**

2 Beds 2 Baths 1,250 Sq. Ft.

7271 Katella Ave #97, Stanton, CA 90680



**\$183,900**

2 Beds 2 Baths 1,440 Sq. Ft.

20701-31 Beach Blvd #31, Huntington Beach, CA 92648

## Nearby Similar Homes

Sorry, we don't have any nearby similar homes to display. See all homes for sale in [92649](#)

## Nearby Recently Sold Homes

Nearby homes similar to 16222 Monterey Ln #376 have recently sold between \$90K to \$300K at an average of \$125 per square foot.





SOLD JUN 7, 2022

**\$99,000** Last Sold Price

2 Beds 2 Baths 1,300 Sq. Ft.

16222 Monterey Ln #158, Huntington Beach, CA 92649



SOLD APR 7, 2022

**\$130,000** Last Sold Price

2 Beds 2 Baths 1,620 Sq. Ft.

16444 Bolsa Chica St #109, Huntington Beach, CA 92649



SOLD APR 13, 2022 3D WALKTHROUGH

**\$90,000** Last Sold Price

3 Beds 2 Baths 1,640 Sq. Ft.

16444 Bolsa Chica St #11, Huntington Beach, CA 92649

[View More Recently Sold Homes](#)

## Home Values Near 16222 Monterey Ln #376

Data from public records.

### Address

16222 Monterey Lane Unit 1, Huntington Beach, CA  
- Beds | - Baths | - Sq. Ft.

16222 Monterey Lane Unit 261, Huntington Beach, CA  
- Beds | - Baths | - Sq. Ft.

16222 Monterey Lane Unit 322, Huntington Beach, CA  
- Beds | - Baths | - Sq. Ft.

16222 Monterey Lane Unit 310, Huntington Beach, CA  
- Beds | - Baths | - Sq. Ft.

16222 Monterey Lane Unit 150, Huntington Beach, CA  
- Beds | - Baths | - Sq. Ft.

16222 Monterey Lane Unit 320, Huntington Beach, CA  
3 Beds | 2 Baths | 1727 Sq. Ft.

16222 Monterey Lane Unit 313, Huntington Beach, CA  
- Beds | - Baths | - Sq. Ft.

### Address

16222 Monterey Lane Unit 111, Huntington Beach, CA  
2 Beds | - Baths | 1060 Sq. Ft.

16222 Monterey Lane Unit 62, Huntington Beach, CA  
2 Beds | 2 Baths | 1340 Sq. Ft.

16222 Monterey Lane Unit 210, Huntington Beach, CA  
3 Beds | 2 Baths | 1493 Sq. Ft.

16222 Monterey Lane Unit 93, Huntington Beach, CA  
3 Beds | 2 Baths | 1600 Sq. Ft.

16222 Monterey Lane Unit 260, Huntington Beach, CA  
- Beds | - Baths | - Sq. Ft.

16222 Monterey Lane Unit 294, Huntington Beach, CA  
- Beds | - Baths | - Sq. Ft.

16222 Monterey Lane Unit 99, Huntington Beach, CA  
- Beds | - Baths | - Sq. Ft.

### Address

16222 Monterey Lane Unit 147, Huntington Beach, CA  
- Beds | - Baths | - Sq. Ft.

### Redfin Estimate

—

—

—

—

—

\$328,497

—

### Redfin Estimate

\$145,367

\$174,321

\$248,280

\$253,024

—

\$185,331

—

### Redfin Estimate

—



## Address

## Redfin Estimate

16222 Monterey Lane Unit 86, Huntington Beach, CA  
- Beds | - Baths | - Sq. Ft.

—

16222 Monterey Lane Unit 337, Huntington Beach, CA  
- Beds | - Baths | - Sq. Ft.

—

16222 Monterey Lane Unit 204, Huntington Beach, CA  
- Beds | - Baths | - Sq. Ft.

—

16222 Monterey Lane Unit 24, Huntington Beach, CA  
- Beds | - Baths | - Sq. Ft.

—

16222 Monterey Lane Unit 201, Huntington Beach, CA  
- Beds | - Baths | - Sq. Ft.

—

16222 Monterey Lane Unit 256, Huntington Beach, CA  
- Beds | - Baths | - Sq. Ft.

—

Show Less 

## More Real Estate Resources

### New Listings in 92649

[16178 Mariner Dr #14](#)

[3586 Bravata Dr](#)

[16573 Pescado Ln](#)

[16672 Pacific Coast Unit A](#)

[16222 Monterey Ln #356](#)

[4951 Maui Cir](#)

Show More 

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[Westside Costa Mesa](#) homes for sale

[Mesa Verde](#) homes for sale

[Huntington Harbour](#) homes for sale

[Bolsa Chica](#) homes for sale

[Senior Landmark Living](#) homes for sale

### Nearby Cities

[Pasadena](#) homes for sale

[Los Angeles](#) homes for sale

[Anaheim](#) homes for sale

[Whittier](#) homes for sale

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[92683](#) homes for sale

[92708](#) homes for sale[92646](#) homes for sale[92647](#) homes for sale[92648](#) homes for sale

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## Frequently Asked Questions for 16222 Monterey Ln #376

[What is 16222 Monterey Ln #376?](#) [How competitive is the market for this home?](#) [How many photos are available for this home?](#) [What comparable homes are near this home?](#) [How much is this home worth?](#) [What's the full address of this home?](#) [When was this home built and last sold?](#) 

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 California DRE #01521930

[NY Standard Operating Procedures](#)[TREC: Info About Brokerage Services, Consumer Protection Notice](#)

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GreatSchools Ratings provided by [GreatSchools.org](#).

**Attachment A – Liens To be Avoided**  
**HUNTINGTON BEACH GABLES HOMEOWNERS**  
**ASSOCIATION**

Re: 16222 Monterey Lane #376, Huntington Beach, CA 92649  
APN 891-569-62, Tract 10542, Unit 4, Lot 376 on APN 178-011-01

<u>Preliminary Exception No.</u>	<u>Judgment Entry Date</u>	<u>Judgment Recording Date</u>	<u>Official Records of Orange County Instrument Number</u>	<u>Court</u>	<u>Case</u>
"Exception F"	09/27/2018	11/19/18	2018-000435011	Orange County Superior Court	Gables HOA v. Bradley, et al Jamie Gallian (30-2017- 00913985 ("2017 Arc Action"))
"Exception G"	12/04/18	12/14/2018	2018-000467142	Same	2017 Arc Action
"Exception H"	03/21/2019	05/03/2019	2019-000148568	Same	2017 "Slapp" 30-17-00962999
"Exception I"	05/06/2019	05/16/2019	2019-000165259	Same	2017 Arc Action
"Exception J"	05/06/2019	05/16/2019	2019-000166068	Same	2017 Arc Action
"Exception K"	RELEASE	05/16/2019	2020-000481922	Same	Gables HOA v Bradley, et al Jamie Gallian 30-2017- 00913985

Application and Order for Appearance and Examination (ORAP) 3/4/2021, Case No.  
30-2017-00913985. Date to Appear 6/3/2021 ROA 966; Courtrooms Closed due to COVID19  
Emergency Orders still in effect; Fluid situation; Debtor notified by Courtroom Clerk due to  
Debtor being "High-Risk";  
Continued to 7/1/2021, ROA 1039; Continued to 7/8/21 ROA 1049; Continued to  
7/15/2021, ROA 1065. Debtor filed Chapter 7 on July 9, 2021 8:21-bk-11710-SC.

**DEBTOR'S MOTION TO AVOID LIEN UNDER 11 U.S.C. § 522(f) (REAL PROPERTY)**

## Attachment A

6. Debtor's entitlement to an exemption is impaired by a judicial lien(s), the details of the lien(s) are as follows:

- a. Date of Entry of judgment: 09/27/2018
  - b. Case name: Huntington Beach Gables vs. Sandra L. Bradley, et al
  - c. Name of Court: Superior Court of CA., County of Orange
  - d. Docket Number: 30-2017-00913985
  - e. Date and place of recordation of lien: 11/19/2018, in Orange County
  - f. Recorder's instrument number: 2018000435011
- Exception # F-1,2

- 
- a. Date of Entry of judgment: 12/04/2018
  - b. Case name: Huntington Beach Gables vs. Sandra L. Bradley, et al
  - c. Name of Court: Superior Court of CA., County of Orange
  - d. Docket Number: 30-2017-00913985
  - e. Date and place of recordation of lien: 12/14/2018, in Orange County
  - f. Recorder's instrument number: 2018000467142
- Exception # G-1,2

- 
- a. Date of Entry of judgment: 3/21/2019
  - b. Case name: Huntington Beach Gables vs. Jamie L. Gallian
  - c. Name of Court: Superior Court of CA., County of Orange
  - d. Docket Number: 30-2017-00962999
  - e. Date and place of recordation of lien: 05/03/2019, in Orange County
  - f. Recorder's instrument number: 2019000148568
- Exception # H-1,2

- 
- a. Date of Entry of judgment: 05/6/2019
  - b. Case name: Huntington Beach Gables vs. Sandra L. Bradley, et al
  - c. Name of Court: Superior Court of CA., County of Orange
  - d. Docket Number: 30-2017-00913985
  - e. Date and place of recordation of lien: 05/16/2019 in Orange County
  - f. Recorder's instrument number: 2019000165259
- Exception # I-1,2

- 
- a. Date of Entry of judgment: 05/6/2019
  - b. Case name: Huntington Beach Gables vs. Sandra L. Bradley, et al
  - c. Name of Court: Superior Court of CA., County of Orange
  - d. Docket Number: 30-2017-00913985
  - e. Date and place of recordation of lien: 05/16/2019, in Orange County
  - f. Recorder's instrument number: 2019000166068
- Exception # J-1,2
-

Attachment A-Continued

6. Debtor's entitlement to an exemption is impaired by a judicial lien, the details of the lien are as follows:

- a. Date of Entry of judgment:
  - b. Case name: Huntington Beach Gables vs. Sandra L. Bradley, et al
  - c. Name of Court: Superior Court of CA., County of Orange
  - d. Docket Number: 30-2017-00913985
  - e. Date and place of recordation of **RELEASE OF JUDGMENT: 09/10/2020**,  
filed by Huntington Beach Gables Homeowners Association,  
Official Records County of Orange.
  - f. Recorder's instrument number: 2020000481922
- Exception # K-1
-



**EXHIBIT F**

**EXHIBIT F**

**EXHIBIT F**

---

Exception No. 1

**SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER**

**MINUTE ORDER**

DATE: 09/27/2018 TIME: 01:30:00 PM DEPT: C33

JUDICIAL OFFICER PRESIDING: James Crandall

CLERK: P. Rief

REPORTER/ERM: (ACRPT) Cheri Violette CSR# 3584

BAILIFF/COURT ATTENDANT: Julie Carney

CASE NO: **30-2017-00913985-CU-CO-CJC** CASE INIT.DATE: 04/11/2017

CASE TITLE: **The Huntington Beach Gables Homeowners Association vs. Bradley**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Contract - Other

---

EVENT ID/DOCUMENT ID: 72875934

**EVENT TYPE:** Motion to Compel Response to Requests for Admissions

MOVING PARTY: The Huntington Beach Gables Homeowners Association

CAUSAL DOCUMENT/DATE FILED: Motion to Compel Answers to Request for Admissions, 08/23/2018

---

EVENT ID/DOCUMENT ID: 72875943

**EVENT TYPE:** Motion to Compel Answers to Special Interrogatories

MOVING PARTY: The Huntington Beach Gables Homeowners Association

CAUSAL DOCUMENT/DATE FILED: Motion to Compel Answers to Interrogatories Special, 08/23/2018

---

EVENT ID/DOCUMENT ID: 72875946

**EVENT TYPE:** Motion to Compel Answers to Form Interrogatories

MOVING PARTY: The Huntington Beach Gables Homeowners Association

CAUSAL DOCUMENT/DATE FILED: Motion to Compel Answers to Interrogatories Form, 08/23/2018

Additional events listed on last page.

---

**APPEARANCES**

Pejman D. Kharrazian, Esq., from Epsten Grinnell & Howell, APC, present for Cross - Defendant, Plaintiff(s).

Jamie L. Gallian, self represented Cross - Defendant, present.

David R. Flyer, Esq., specially appearing.

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Tentative Ruling posted on the Internet.

The court hears oral argument. The court, having fully considered the arguments of all parties, both written and oral, as well as the evidence presented, now rules as follows: The Tentative Ruling, as amended, will become the final ruling of the court. Plaintiff's requests for sanctions as to the motions to compel further responses are denied.

The court rules as follows:

**1. Motion by Plaintiff The Huntington Beach Gables Homeowners Association for an Order to Compel Responses to Form Interrogatories (Set One) from Defendant Jamie Gallian and Request**

---

DATE: 09/27/2018

MINUTE ORDER

DEPT: C33

Page 1  
Calendar No.

CASE TITLE: The Huntington Beach Gables  
Homeowners Association vs. Bradley

CASE NO: **30-2017-00913985-CU-CO-CJC**

---

for **Sanctions:**

Plaintiff The Huntington Beach Gables Homeowners Association's unopposed Motion to Compel Responses to Form Interrogatories and Imposition of Sanctions is GRANTED. (See Code Civ. Proc. § 2030.290, subd. (a)).

Defendant Jamie L. Gallian is ordered to serve verified responses without objections to Plaintiff's Form Interrogatories, Set No. One, within ten days. The court imposes monetary sanctions against Defendant Jamie L. Gallian in the amount of \$1,535.00, payable to counsel for Plaintiff within thirty days.

**2. Motion by Plaintiff The Huntington Beach Gables Homeowners Association for an Order to Compel Further Responses to Special Interrogatories (Set One) and Request for Sanctions:**

The court GRANTS Plaintiff's Request For Judicial Notice.

Plaintiff The Huntington Beach Gables Homeowners Association's Motion to Compel Further Responses to Plaintiff's Special Interrogatories Set No. 1 is GRANTED. (See Code Civ. Proc. § 2030.300).

The court finds that Defendant is equitably estopped from asserting that the Plaintiff's motions are not timely filed, because these motions were initially timely filed, and ordered off calendar by the court in reliance upon a settlement between the parties placed on the record before the court. Once it became clear that defendant was unwilling to live up to the terms reached before the court, Plaintiff timely renewed the motions.

Defendant Jamie L. Gallian is ordered to serve further, non-evasive responses to Plaintiff's Special Interrogatories Set No. 1 without objections within ten days.

The request for monetary sanctions against Defendant Jamie L. Gallian is denied.

**3. Motion by Plaintiff The Huntington Beach Gables Homeowners Association for an Order to Compel Responses to Request for Production of Documents (Set One) and Request for Sanctions:**

Plaintiff's Request For Judicial Notice is GRANTED.

Plaintiff The Huntington Beach Gables Homeowners Association's Motion to Compel Responses to Inspection Demands and Imposition of Sanctions is GRANTED. (See Code Civ. Proc. § 2031.300, subd. (a)).

Defendant Jamie L. Gallian is ordered to serve verified responses without objections to Plaintiff's Inspection Demand, Set No. One, which fully complies with Code Civ. Proc. § 2031.210(a), and all responsive documents (whatever their source), within ten days.

The court also imposes monetary sanctions against Defendant Jamie L. Gallian in the amount of \$1,535.00, payable to counsel for Plaintiff within thirty days. (See Code Civ. Proc. § 2031.300, subd. (h)).

**4. Motion by Plaintiff The Huntington Beach Gables Homeowners Association for an Order to Compel Further Responses to Request for Admissions (Set One) and Request for Sanctions:**



CASE TITLE: The Huntington Beach Gables  
Homeowners Association vs. Bradley

CASE NO: **30-2017-00913985-CU-CO-CJC**

Plaintiff The Huntington Beach Gables Homeowners Association's Motion to Compel to Further Responses to Plaintiff's Requests For Admissions, Set No. 1, is GRANTED. (See Code Civ. Proc. § 2033.290).

The court finds that Defendant is equitably estopped from asserting that the Plaintiff's motions are not timely filed, because these motions were initially timely filed and ordered off calendar by the court in reliance upon a settlement between the parties placed on the record before the court. Once it became clear that defendant was unwilling to live up to the terms reached before the court, Plaintiff timely renewed the motions.

Defendant Jamie L. Gallian is ordered to serve further, non-evasive responses to Plaintiff's Requests For Admissions Set No. 1 without objections within ten days.

The request for monetary sanctions against Defendant Jamie L. Gallian is denied.

Defendant's request for imposition of monetary sanctions is denied.

Defendant to give notice.

A Mandatory Settlement Conference is scheduled for 10/05/2018 at 09:00 AM in Department C33.

Defendant Jamie L. Gallian's oral Ex Parte Request to advance the hearing date on her Motion for Judgment on the Pleadings, set for 12/13/2018, is granted.

The Motion by Defendant Jamie L. Gallian for Judgment on the Pleadings, set for 12/13/2018, is ordered advanced to 12/06/2018 at 01:30 PM in this department.

Court orders defendant to give notice.



CASE TITLE: The Huntington Beach Gables  
Homeowners Association vs. Bradley

CASE NO: **30-2017-00913985-CU-CO-CJC**

---

ADDITIONAL EVENTS:

---

EVENT ID/DOCUMENT ID: 72875949

**EVENT TYPE:** Motion to Compel Production

MOVING PARTY: The Huntington Beach Gables Homeowners Association

CAUSAL DOCUMENT/DATE FILED: Motion to Compel Production/Inspection of Documents or Things,  
08/23/2018

Exception No. 1 (Part 2)


7


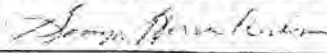
Recorded in Official Records, Orange County  
Hugh Nguyen, Clerk-Recorder

97.00  
\* \$ R 0 0 1 0 4 8 0 4 9 1 \$ \*  
2018000435011 2:30 pm 11/19/18  
7 413 A03 2  
0.00 0.00 0.00 0.00 3.00 10.00 0.000.0075.00 3.00

EJ-001

<p>Recording Requested by and When Recorded Mail to Joyce J. Kapsal SBN: 091950 Epsten Grinnell &amp; Howell, APC 10200 WILLOW CREEK ROAD, SUITE 100 SAN DIEGO, CA 92131 TEL NO: 858-527-0111 FAX NO (optional): 858-527-1531 E-MAIL ADDRESS (Optional): <input checked="" type="checkbox"/> ATTORNEY FOR <input checked="" type="checkbox"/> JUDGMENT CREDITOR <input type="checkbox"/> ASSIGNEE OF RECORD</p> <p>SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS 700 Civic Center Drive West MAILING ADDRESS 700 Civic Center Drive West CITY AND ZIP CODE: Santa Ana, CA 92701 BRANCH NAME Central Justice Center</p>	<p style="text-align: center;">FOR RECORDER'S USE ONLY</p> <p>PLAINTIFF: The Huntington Beach Gables Homeowners Association DEFENDANT: Jamie L. Gallian</p> <p>CASE NUMBER 30-2017-00913985-CU-CO-CJC</p>
--	---

<p style="text-align: center;"><b>ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS</b></p> <p>1. The <input checked="" type="checkbox"/> judgment creditor <input type="checkbox"/> assignee of record applies for an abstract of judgment and represents the following: a. Judgment debtor's Name and last known address Jamie L. Gallian 4476 Alderport Drive #53 Huntington Beach, CA 92649 b. Driver's license no. [last 4 digits] and state: 0742 / CA <input type="checkbox"/> Unknown c. Social security no. [last 4 digits]: xxx-xx-3936 <input type="checkbox"/> Unknown d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address): Jamie L. Gallian, 4476 Alderport Drive #53, Huntington Beach, CA 92649</p> <p>2. <input type="checkbox"/> Information on additional judgment debtors is shown on page 2. 3. Judgment creditor (name and address): The Huntington Beach Gables Homeowners Association c/o Epsten Grinnell &amp; Howell, 10200 Willow Creek Rd, Ste 100, San Diego, CA 92131 Date: November 9, 2018 Joyce J. Kapsal (TYPE OR PRINT NAME)</p>	<p style="text-align: center;">FOR COURT USE ONLY</p> <div style="border: 1px solid black; padding: 5px; margin: 10px;"><p>Pursuant to California Government Code § 68150(f), the Clerk of the Court hereby certifies this document accurately reflects the official court record. The electronic signature and seal on this document have the same validity and legal force and effect as an original clerk's signature and court seal. California Government Code § 68150(g).</p></div> <p>4. <input type="checkbox"/> Information on additional judgment creditors is shown on page 2. 5. <input type="checkbox"/> Original abstract recorded in this county: a. Date: b. Instrument No.: <div style="text-align: center;"> (SIGNATURE OF APPLICANT OR ATTORNEY)</div></p> <p>6. Total amount of judgment as entered or last renewed: \$ 3,070.00 7. All judgment creditors and debtors are listed on this abstract. 8. a. Judgment entered on (date): 9/27/2018 [sanctions] b. Renewal entered on (date): 9. <input type="checkbox"/> This judgment is an installment judgment.</p>
---	---

<p> David H. Yamasaki, Clerk of the Court This abstract issued on (date): 11/16/2018</p>	<p>10. <input type="checkbox"/> An <input type="checkbox"/> execution lien <input type="checkbox"/> attachment lien is endorsed on the judgment as follows: a. Amount: \$ b. In favor of (name and address): 11. A stay of enforcement has a. <input checked="" type="checkbox"/> not been ordered by the court. b. <input type="checkbox"/> been ordered by the court effective until (date): 12. a. <input checked="" type="checkbox"/> I certify that this is a true and correct abstract of the judgment entered in this action. b. <input type="checkbox"/> A certified copy of the judgment is attached. Clerk, by  S. Wilson, Deputy</p>
---	---

**ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS**

Page 1 of 2  
Code of Civil Procedure, §§ 488.480, 674.100, 100  
Westlaw Doc & Form Builder

PLAINTIFF: The Huntington Beach Gables Homeowners Association DEFENDANT: Jamie L. Gallian	COURT CASE NO.: 30-2017-00913985-CU-CO-CJC
--	---

NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:

13. Judgment creditor (name and address):

14. Judgment creditor (name and address):

15. ☐ Continued on Attachment 15.

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:

16. Name and last known address

Driver's license no. [last 4 digits] and state:

☐ Unknown

Social security no. [last 4 digits]:

☐ Unknown

Summons was personally served at or mailed to (address):

17. Name and last known address

Driver's license no. [last 4 digits] and state:

☐ Unknown

Social security no. [last 4 digits]:

☐ Unknown

Summons was personally served at or mailed to (address):

18. Name and last known address

Driver's license no. [last 4 digits] and state:

☐ Unknown

Social security no. [last 4 digits]:

☐ Unknown

Summons was personally served at or mailed to (address):

19. Name and last known address

Driver's license no. [last 4 digits] and state:

☐ Unknown

Social security no. [last 4 digits]:

☐ Unknown

Summons was personally served at or mailed to (address):

20. ☐ Continued on Attachment 20.

**EXHIBIT G**

**EXHIBIT G**

**EXHIBIT G**

---



Exception No. 2

3728619

ELECTRONICALLY RECEIVED  
Superior Court of California,  
County of Orange  
11/09/2018 at 10:23:23 AM  
Clerk of the Superior Court  
By eClerk, Deputy Clerk

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER

**DEC 04 2018**

DAVID H. YAMASAKI, Clerk of the Court

BY: \_\_\_\_\_, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

THE HUNTINGTON BEACH GABLES  
HOMEOWNERS ASSOCIATION, a  
California Nonprofit Mutual Benefit  
Corporation,

Plaintiff,

v.

SANDRA L. BRADLEY, individually and  
as Trustee of the Sandra L. Bradley Trust;  
JAMIE L. GALLIAN, an individual; and  
DOES 1 through 25, inclusive,

Defendants.

AND RELATED CROSS-ACTIONS.

) Case No. 30-2017-00913985-CU-CO-  
) CJC

) *Honorable James L. Crandall*

) **[PROPOSED] JUDGMENT FOR**  
) **ATTORNEYS' FEES**

) FAC Filed: May 16, 2017

) Trial Date: December 10, 2018

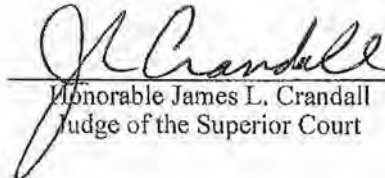
1 The above-captioned matter came on regularly for hearing on Cross-Defendants Lee  
2 Gragnano, Ted Phillips, Lindy Beck, Jennifer Paulin, Janine Jasso, and Lori Burrett's Motion for  
3 Attorneys' Fees and Costs on November 1, 2018 and November 8, 2018, in Department C33 of  
4 the Superior Court in and for the State of California, County of Orange, the Honorable James L.  
5 Crandall presiding.

6 Cross-Defendants Lee Gragnano, Ted Phillips, Lindy Beck, Jennifer Paulin, Janine Jasso,  
7 and Lori Burrett appeared by and through its attorneys, Brenda Radmacher of Gordon & Rees,  
8 LLP. Cross-Complainant Jamie L. Gallian, in pro per, appeared on behalf of herself. After  
9 hearing evidence and arguments, and good cause appearing;

10 **NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED** that Cross-  
11 Defendants Lee Gragnano, Ted Phillips, Lindy Beck, Jennifer Paulin, Janine Jasso, and Lori  
12 Burrett are awarded their attorneys' fees in the amount of \$46,138.00 against Cross-Complainant  
13 Jamie L. Gallian. Post-judgment interest at a rate of ten (10) percent annum from the date hereof,  
14 till paid, shall accrue on the amount above.

15 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

16  
17 Dated: 12-4-, 2018

  
Honorable James L. Crandall  
Judge of the Superior Court

Exception No. 2 (Part 2)

1

Recording Requested By
Name: James E. Hawley (SBN: 299723)
Address: GORDON REES SCULLY & MANSUKHANI 633 W. 5th Street, 52nd Floor
City, State, Zip Code Los Angeles, CA 90071

Recorded in Official Records, Orange County  
Hugh Nguyen, Clerk-Recorder



103.00

\* \$ R 0 0 1 0 5 2 8 9 4 2 \$ \*  
2018000467142 8:58 am 12/14/18

7 413 A03 4

0.00 0.00 0.00 0.00 9.00 10.00 0.000.0075.00 3.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Title of Document

ABSTRACT OF JUDGEMENT

IT  
4P  
10  
FF  
SAB



EJ-001

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, State Bar number, and telephone number)  
Recording requested by and return to:  
James E. Hawley (SBN: 299723)  
GORDON REES SCULLY & MANSUKHANI  
633 W. 5th Street, 52nd Floor  
Los Angeles, CA 90071  
TEL NO: (213) 576-5000 FAX NO. (Optional): (877) 306-0043  
E-MAIL ADDRESS (Optional):  
☒ ATTORNEY FOR ☐ JUDGMENT CREDITOR ☐ ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange

STREET ADDRESS: 700 W. Civic Center Dr.

MAILING ADDRESS:

CITY AND ZIP CODE: Santa Ana, 92701

BRANCH NAME: Central Justice Center

FOR RECORDER'S USE ONLY

PLAINTIFF: The Huntington Beach Gables Homeowners Association

CASE NUMBER

30-2017-00913985-CU-CO-CJC

DEFENDANT: Sandra L. Bradley; Jamie L. Gallian et al.

**ABSTRACT OF JUDGMENT—CIVIL  
AND SMALL CLAIMS**

☐ Amended

FOR COURT USE ONLY

1. The ☒ judgment creditor ☐ assignee of record applies for an abstract of judgment and represents the following:

a. Judgment debtor's

Name and last known address

Jamie L. Gallian  
5782 Pinon Drive  
Huntington Beach, CA 92649

b. Driver's license no. (last 4 digits) and state:

☒ Unknown

c. Social security no. (last 4 digits): 3936

☐ Unknown

d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address):

Jamie L. Gallian, 5782 Pinon Drive, Huntington Beach, CA 92649

Pursuant to California Government Code § 68150(f), the Clerk of the Court hereby certifies this document accurately reflects the official court record. The electronic signature and seal on this document have the same validity and legal force and effect as an original clerk's signature and court seal. California Government Code § 68150(g).

2. ☐ Information on additional judgment debtors is shown on page 2.

4. ☒ Information on additional judgment creditors is shown on page 2.

3. Judgment creditor (name and address):

Janine Jasso  
4469 Chase Dr.  
Huntington Beach, CA 92649

5. ☐ Original abstract recorded in this county:

a. Date:

b. Instrument No.:

Date: December 7, 2018

James E. Hawley

(TYPE OR PRINT NAME)

(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:  
\$46,138.00

10. ☐ An ☐ execution lien ☐ attachment lien is endorsed on the judgment as follows:

a. Amount: \$

b. In favor of (name and address):

7. All judgment creditors and debtors are listed on this abstract.

8. a. Judgment entered on (date): December 4, 2018

b. Renewal entered on (date):

9. ☐ This judgment is an installment judgment.

11. A stay of enforcement has

a. ☒ not been ordered by the court.

b. ☐ been ordered by the court effective until (date):

12. a. ☒ I certify that this is a true and correct abstract of the judgment entered in this action.

b. ☐ A certified copy of the judgment is attached.

Clerk, by David H. Yamasaki, Deputy



David H. Yamasaki, Clerk of the Court

This abstract issued on (date):

12/13/2018

Form Adopted for Mandatory Use  
Judicial Council of California  
EJ-001 (Rev. July 1, 2014)

**ABSTRACT OF JUDGMENT—CIVIL  
AND SMALL CLAIMS**

Page 1 of 2  
Code of Civil Procedure, §§ 488.480,  
574, 700.190

PLAINTIFF: The Huntington Beach Gables Homeowners Association DEFENDANT: Sandra L. Bradley; Jamie L. Gallian et al.	COURT CASE NO : 30-2017-00913985-CU-CO-CJC
--	---

**NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:**

13. Judgment creditor (name and address):

Jennifer Paulin  
4446 Alderport Dr.  
Huntington Beach, CA 92649

14. Judgment creditor (name and address):

Lori Burrett  
16107 Warmington Lane  
Huntington Beach, CA 92649

15. ☒ Continued on Attachment 15.

**INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:**

16. Name and last known address

Driver's license no. [last 4 digits] and state:

☐ Unknown

Social security no. [last 4 digits]:

☐ Unknown

Summons was personally served at or mailed to (address):

17. Name and last known address

Driver's license no. [last 4 digits] and state:

☐ Unknown

Social security no. [last 4 digits]:

☐ Unknown

Summons was personally served at or mailed to (address):

18. Name and last known address

Driver's license no. [last 4 digits] and state:

☐ Unknown

Social security no. [last 4 digits]:

☐ Unknown

Summons was personally served at or mailed to (address):

19. Name and last known address

Driver's license no. [last 4 digits] and state:

☐ Unknown

Social security no. [last 4 digits]:

☐ Unknown

Summons was personally served at or mailed to (address):

20. ☐ Continued on Attachment 20.

MC-025

SHORT TITLE: The Huntington Beach Gables HOA v. Bradley; Gallian	CASE NUMBER: 30-2017-00913985-CU-CO-CJC
---	--

ATTACHMENT (Number): 15

(This Attachment may be used with any Judicial Council form.)

Additional Judgment Creditors

Lee Gragnano  
16062 Warmington Ave.  
Huntington Beach, CA 92649

Lindy Beck  
4443 Chase Drive  
Huntington Beach, CA 92649

Ted Phillips  
4447 Chase Drive  
Huntington Beach, CA 92649

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this  
Attachment are made under penalty of perjury.)

Page 1 of 1

(Add pages as required)

Form Approved for Optional Use  
Judicial Council of California  
MC-025 (Rev. July 1, 2009)

ATTACHMENT  
to Judicial Council Form

CEB  
www.ceb.com

www.courtinfo.ca.gov

Exception No. 2 (Part 3)



U200003862424

**STATE OF CALIFORNIA**  
*Office of the Secretary of State, Alex Padilla*  
**NOTICE OF JUDGMENT LIEN (JL 1)**California Secretary of State  
1500 11th Street  
Sacramento, California 95814  
(916) 653-3516

For Office Use Only

**-FILED-**

File #: U200003862424

Date Filed: 7/23/2020

## Submitter Information:

Contact Name

Organization Name

Phone Number

Email Address

Address

None

## Judgment Debtor Information:

Judgment Debtor Name	Mailing Address
Jamie Gallian	16222 Monterey Ln Spc 376 Huntington Beach, CA 92649

## Judgment Creditor Information:

Judgment Creditor Name	Mailing Address
Janine Jasso	16025 Warmington Lane Huntington Beach, CA 92649

## Judgment Information:

A. Name of Court Where Judgment Was Entered Orange County Superior Court  
B. Title of the Action The Huntington Beach Gables HOA v. Bradley, Gallian, et al.  
C. Case Number 30-2017-00913985-CU-CO-CJC  
D. Date Judgment Was Entered 12/04/2018

E. Date(s) of Subsequent Renewal of Judgment (if any)

None Entered

F. Date of This Notice 07/23/2020

G. Amount Required to Satisfy Judgment at This Date of Notice \$53,684.41

All property subject to enforcement of a Money Judgment against the Judgment Debtor to which a Judgment Lien on personal property may attach under Section 697.530 of the Code of Civil Procedure is subject to this Judgment Lien.

## Declaration and Signature:

Declaration:

I am a Judgment Creditor listed on the Judgment Lien.

☒ I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Janine Jasso

07/23/2020

Sign Here

Date

B0303-7141 07/23/2020 3:55 PM Received by California Secretary of State



**EXHIBIT H**

**EXHIBIT H**

**EXHIBIT H**

Exception No. 3

1 Joyce J. Kapsal (SBN: 091950)  
2 Pejman D. Kharrazian (SBN: 279260)  
3 EPSTEN GRINNELL & HOWELL, APC  
4 10200 Willow Creek Road, Suite 100  
5 San Diego, CA 92131  
6 Phone: (858) 527-0111 / Facsimile: (858) 527-1531  
7 jkapsal@epsten.com / pkharrazian@epsten.com

8 Attorneys for Petitioner  
9 THE HUNTINGTON BEACH GABLES HOMEOWNERS ASSOCIATION

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **FOR THE COUNTY OF ORANGE, CENTRAL JUSTICE CENTER**

12	THE HUNTINGTON BEACH GABLES	) Case No. 2017-00962999
13	HOMEOWNERS ASSOCIATION,	)
14		) Judge: Hon. Sherri Honer
15	Petitioner,	) Dept.: C66
16		)
17	v.	) <b>NOTICE OF RULING ON PETITIONER'S</b>
18		) <b>MOTION FOR AWARD OF ATTORNEYS'</b>
19	JAMIE LYNN GALLIAN,	) <b>FEES</b>
20		)
21	Respondent.	) Hearing Date: March 21, 2019
22		) Hearing Time: 1:30 p.m.
23		) Dept.: C-66
24		)
25		)

26 **TO RESPONDENT JAMIE L. GALLIAN AND TO HER ATTORNEY OF RECORD:**

27 **PLEASE TAKE NOTICE** that on March 21, 2019, in Department C-66 of the above  
28 entitled court, Petitioner's Motion for an Award of Attorneys' Fees against Respondent  
JAMIE LYNN GALLIAN ("Gallian") came on regularly for hearing before the Hon. Sherri  
Honer, Judge presiding. Steven Fink, Esq. appeared for Respondent and Joyce J. Kapsal, Esq.  
appeared for Petitioner.

After considering the arguments of counsel, the Court confirmed its tentative ruling  
which became the Order of the Court. Petitioner, THE HUNTINGTON BEACH GABLES  
HOMEOWNERS ASSOCIATION, was awarded \$9,265.00 in attorneys' fees.

///

1 A true and correct copy of the Court's tentative ruling, which became the Order of the  
2 Court, is attached hereto as Exhibit A and incorporated herein by reference.

3  
4 Dated: March 22, 2019

EPSTEN GRINNELL & HOWELL, APC

5  
6 By: 

7 Joyce J. Kapsal / Rejman D. Kharrazian  
8 Attorneys for Petitioner THE  
9 HUNTINGTON BEACH GABLES  
10 HOMEOWNERS ASSOCIATION  
11  
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# **EXHIBIT A**



Dept C66 Law and Motion  
Tentative Rulings  
3/21/19

**Cal #1      Huntington Beach Gables Homeowners Assoc. v. Gallian      17-00962999**

Petitioner's motion for attorney fees is GRANTED. Petitioner is awarded \$9,265.00 in attorney fees.

"With respect to attorney fees, section 425.16 provides in relevant part at subdivision (c): 'If the court finds that a special motion to strike is frivolous or is solely intended to cause unnecessary delay, the court *shall* award costs and reasonable attorney's fees to a plaintiff prevailing on the motion, pursuant to Section 128.5.' (Italics added.) Thus, the imposition of sanctions for a frivolous anti-SLAPP motion is mandatory. [Citation.]" (*Moore v. Shaw* (2004) 116 Cal.App.4<sup>th</sup> 182, 198-199.)

"The reference to section 128.5 in section 425.16, subdivision (c) means a court must use the procedures and apply the substantive standards of section 128.5 in deciding whether to award attorney fees under the anti-SLAPP statute. [Citation.] ... A determination of frivolousness requires a finding the anti-SLAPP motion is totally and completely without merit [citation], that is, *any reasonable attorney would agree such motion is totally devoid of merit.*" (*Moore, supra*, 116 Cal.App.4<sup>th</sup> at 199, internal quotations omitted.)

Here, the court finds respondent's anti-SLAPP motion was frivolous and brought solely for delay. The untimely motion was filed 8 months after the request for restraining order had been filed and was filed on the day set for the hearing on the request for restraining order. Moreover, for the reasons stated in denying respondent's anti-SLAPP motion, any reasonable attorney would find the motion totally devoid of merit. Although the request for restraining order refers to pending litigation with respondent, the conduct sought to be restrained was alleged threatening and harassing behavior and destruction of board members' personal property. Neither vandalism nor harassment are constitutionally protected speech.

Based on a review of the breakdown of legal work provided in counsel's supplemental declaration, petitioner seeks \$10,050 for legal work related to preparing for the hearing on the restraining order, which was unrelated to opposing the anti-SLAPP motion. Additionally, petitioner billed 5 hours for attending a hearing on the anti-SLAPP motion, which could have been conducted via court call in no more than 1 hour (as was the hearing on the motion for attorney fees). Accordingly, the court finds attorney fees of \$325 to be reasonable for attending the hearing on the anti-SLAPP motion and reduces the total amount of attorney fees awarded accordingly.

**Cal. #2 Orange County Transportation Authority (OCTA) v. Carrera**  
**01026567**

**18-**

Petitioner OCTA's unopposed motion to set aside the dismissal entered on November 20, 2018 is GRANTED.

Petitioner has demonstrated the dismissal entered on November 20, 2018 was the result of its counsel's inadvertence or excusable mistake. (Code Civ. Proc., § 473(b); Su Decl., ¶ 2.) Petitioner acted diligently in promptly moving for relief, accordingly, relief is mandatory.

Moreover, based on Nancy Su's declaration filed in support of the motion, OCTA has corrected the deficiency resulting in the OSC re dismissal initially being set. Specifically, the court scheduled the OSC due to an unexplained discrepancy between the address to which the notice of violations and the notice of intent to enter judgment were sent. Per Ms. Su's declaration, OCTA mailed the Notice of Intent to Enter Judgment to 11780 Hazeldell Dr. because it believes it is the current mailing address for respondents. (Su Decl., ¶ 3.) OCTA received this address through a skip trace after mail sent to respondents' previous address was returned. (*Id.*) The 11780 Hazeldell Dr. address is different than the address to which the 2014 Notice of Toll Evasion Violation was sent because it has been updated. (*Id.*) OCTA also provided evidence that it has not received returned mail from 11780 Hazeldell Dr. (*Id.* at ¶ 4.)

Respondents have failed to file an opposition to contest OCTA's account of the facts.

Moving party to give notice.

**Cal #3 Huntington Beach Gables Homeowners Assoc. v. Gallian**

**17-00962999**

Petitioner's motion for attorney fees is continued to 3/21/19 at 1:30 p.m. to allow for proper service. According to the proof of service, the declarant "caused" the documents to be served on respondent via email. A proof of service must be signed by the person actually serving the documents, not be someone "causing" the documents to be served. Moreover, there is no indication in the court file that respondent has agreed to accept electronic service (CCP § 1010.6(2)(A)(i)), and no email address was provided to the court when respondent filed a substitution of attorney on 12/4/18 updating her service address. (The court further notes the physical service address listed on the proof of service differs from the physical address noted in the substitution of attorney, which is the latest document filed by respondent in the action.)

In addition to continuing the motion to allow for service, the court further continues the motion to allow for the filing of detailed billing records, as it appears petitioner is seeking recovery of fees unrelated to opposing the anti-SLAPP motion. Accordingly, pursuant to *Christian Research Inst. v. Alnor* (2008) 165 Cal. App. 4th 1315, 1320, the court orders the petitioner to submit detailed billing records by 2/19/19. Assuming respondent is timely served by mail no later than 2/22/19, respondent's opposition is due 3/8/19.

POS-050/EFS-050	
ATTORNEY OR PARTY WITHOUT ATTORNEY STATE BAR NO. 91950/ 279260 NAME: Joyce J. Kapsal / Pejman D. Kharrazian, Esq. FIRM NAME: EPSTEN GRINNELL & HOWELL, APC STREET ADDRESS: 10200 WILLOW CREEK ROAD, SUITE 100 CITY: SAN DIEGO STATE: CA ZIP CODE: 92131 TELEPHONE NO.: 858-527-0111 FAX NO. 858-527-1531 E-MAIL ADDRESS: jkapsal@epsten.com / pkharrazian@epsten.com ATTORNEY FOR (name): Huntington Beach Gables Homeowners Association	FOR COURT USE ONLY
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE</b> STREET ADDRESS: 700 Civic Center Drive West MAILING ADDRESS: 700 Civic Center Drive West CITY AND ZIP CODE: Santa Ana, CA 92701 BRANCH NAME: Central Justice Center	CASE NUMBER: 2017-00962999-CU-HR-CJC
PLAINTIFF/PETITIONER: The Huntington Beach Gables Homeowners Association DEFENDANT/RESPONDENT: Jamie L. Gallian	JUDICIAL OFFICER: Hon. Sherri Honer
<b>PROOF OF ELECTRONIC SERVICE</b>	DEPARTMENT: C-66

1. I am at least 18 years old.
  - a. My residence or business address is (specify): 10200 Willow Creek Road, Suite 100, San Diego, CA 92131
  - b. My electronic service address is (specify): shart@epsten.com
2. I electronically served the following documents (exact titles): Notice of Ruling on Petitioner's Motion for Award of Attorneys' Fee

☒ The documents served are listed in an attachment. (Form POS-050(D)/EFS-050(D) may be used for this purpose.)

3. I electronically served the documents listed in 2 as follows:
  - a. Name of person served: Steven A. Fink  
On behalf of (name or names of parties represented, if person served is an attorney):  
Jamie L. Gallian
  - b. Electronic service address of person served : [sfink@stevefinklaw.com](mailto:sfink@stevefinklaw.com)
  - c. On (date): March 22, 2019

☐ The documents listed in item 2 were served electronically on the persons and in the manner described in an attachment.  
(Form POS-050(P)/EFS-050(P) may be used for this purpose.)

Date: March 22, 2019

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Stephanie Hart

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

Page 1 of 1

Exception No. 3 (Part 2)

**RECORDING REQUESTED BY:**

THE HUNTINGTON BEACH GABLES  
HOMEOWNERS ASSOCIATION

**WHEN RECORDED MAIL TO:**

THE HUNTINGTON BEACH GABLES  
HOMEOWNERS ASSOCIATION  
Epsten Grinnell & Howell, APC  
10200 Willow Creek Road, Suite 100  
San Diego, CA 92131-1138

Recorded in Official Records, Orange County  
Hugh Nguyen, Clerk-Recorder



103.00

\* \$ R 0 0 1 0 8 1 1 4 2 8 \$ \*

2019000148568 4:19 pm 05/03/19

105 417 A03 4

0.00 0.00 0.00 0.00 9.00 10.00 0.000.0075.00 3.00

**Title:**

ABSTRACT OF JUDGMENT

THE HUNTINGTON BEACH GABLES HOMEOWNERS ASSOCIATION

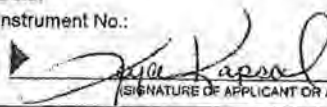

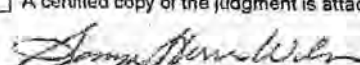
v.

JAMIE LYNN GALLIAN

30-2017-00962999-CU-HR-CJC

TT  
40  
FF  
101  
SB  
OF



EJ-001	
<div style="border: 1px solid black; padding: 5px;"><small>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, and State Bar number). After recording, return to:</small> Joyce J. Kapsal/Pejman D.      SBN: 091950/279260 EPSTEN GRINNELL &amp; HOWELL, APC 10200 WILLOW CREEK ROAD, SUITE 100. SAN DIEGO, CA 92131 TEL NO: 858-527-0111      FAX NO (optional): 858-527-1531 E-MAIL ADDRESS (Optional): jkapsal@epsten.com <div style="display: flex; justify-content: space-between;"><div><input checked="" type="checkbox"/> ATTORNEY FOR</div><div><input checked="" type="checkbox"/> JUDGMENT CREDITOR</div><div><input type="checkbox"/> ASSIGNEE OF RECORD</div></div></div>	
<div style="border: 1px solid black; padding: 5px;">SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 700 Civic Center Drive W091950/esl MAILING ADDRESS: 700 Civic Center Drive West CITY AND ZIP CODE: Santa Ana, CA 92701-4045 BRANCH NAME: Central Justice Center</div>	
FOR RECORDER'S USE ONLY	
PLAINTIFF: The Huntington Beach Gables Homeowners Association DEFENDANT: Jamie Lynn Gallian	CASE NUMBER 30-2017-00962999-CU-HR-CJC
<b>ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS</b> <input type="checkbox"/> Amended	
<div style="border: 1px solid black; padding: 5px;"><div style="display: flex; justify-content: space-between;"><div style="width: 60%;">1. The <input checked="" type="checkbox"/> judgment creditor      <input type="checkbox"/> assignee of record applies for an abstract of judgment and represents the following: a. Judgment debtor's     Name and last known address:     Jamie L. Gallian     16222 Monterey Lane, #376     Huntington Beach, CA 92649 b. Driver's license no. [last 4 digits] and state: 0742/CA      <input type="checkbox"/> Unknown c. Social security no. [last 4 digits]: xx-xx-3936      <input type="checkbox"/> Unknown d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address):     Jamie L. Gallian, 16222 Monterey Lane, #376     Huntington Beach, CA 92649</div><div style="width: 35%; border: 1px solid black; padding: 5px; text-align: center;"><small>FOR COURT USE ONLY</small> Pursuant to California Government Code § 68150(f), the Clerk of the Court hereby certifies this document accurately reflects the official court record. The electronic signature and seal on this document have the same validity and legal force and effect as an original clerk's signature and court seal. California Government Code § 68150(g).</div></div></div> <div style="margin-top: 10px;">2. <input type="checkbox"/> Information on additional judgment debtors is shown on page 2. 3. Judgment creditor (name and address): The Huntington Beach Gables Homeowners Association C/o Epstein Grinnell &amp; Howell, 10200 Willow Creek Road, San Diego, CA 92131 Date: April 3, 2019 Joyce J. Kapsal     (TYPE OR PRINT NAME) 4. <input type="checkbox"/> Information on additional judgment creditors is shown on page 2. 5. <input type="checkbox"/> Original abstract recorded in this county:     a. Date:     b. Instrument No.:          (SIGNATURE OF APPLICANT OR ATTORNEY)</div>	
<div style="display: flex; justify-content: space-between;"><div style="width: 45%;">6. Total amount of judgment as entered or last renewed: \$ 9265.00 7. All judgment creditors and debtors are listed on this abstract. 8. a. Judgment entered on (date): March 21, 2019     b. Renewal entered on (date): 9. <input type="checkbox"/> This judgment is an installment judgment.</div><div style="width: 50%;">10. <input type="checkbox"/> An <input type="checkbox"/> execution lien <input type="checkbox"/> attachment lien     is endorsed on the judgment as follows:     a. Amount: \$     b. In favor of (name and address): 11. A stay of enforcement has     a. <input checked="" type="checkbox"/> not been ordered by the court.     b. <input type="checkbox"/> been ordered by the court effective until (date): 12. a. <input checked="" type="checkbox"/> I certify that this is a true and correct abstract of the judgment entered in this action.     b. <input type="checkbox"/> A certified copy of the judgment is attached.</div></div>	
<div style="border: 1px solid black; padding: 5px; text-align: center;"> David H. Yamasaki, Clerk of the Court <div style="border: 1px solid black; padding: 5px; margin-top: 5px;">This abstract issued on (date): 04/30/2019</div></div>	<div style="display: flex; justify-content: space-between; align-items: center;"><div>Clerk, by </div><div>S. Wilson Deputy</div></div> <div style="text-align: center; margin-top: 10px;"><b>ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS</b></div>
<div style="display: flex; justify-content: space-between;"><div><small>Form Adopted for Mandatory Use Judicial Council of California EJ-001 [Rev. July 1, 2014]</small></div><div style="text-align: right;"><small>Page 1 of 2 Code of Civil Procedure, §§ 488, 489, 874, 700, 160 Westlaw Doc &amp; Form Builder</small></div></div>	

PLAINTIFF: The Huntington Beach Gables Homeowners Association  
DEFENDANT: Jamie Lynn Gallian

COURT CASE NO.:  
30-2017-00962999-CU-HR-CJC

**NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:**

13. Judgment creditor (name and address):

14. Judgment creditor (name and address):

15. ☐ Continued on Attachment 15.

**INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:**

16. Name and last known address

Driver's license no. [last 4 digits] and state: ☐ Unknown

Social security no. [last 4 digits]: ☐ Unknown

Summons was personally served at or mailed to (address):

17. Name and last known address

Driver's license no. [last 4 digits] and state: ☐ Unknown

Social security no. [last 4 digits]: ☐ Unknown

Summons was personally served at or mailed to (address):

18. Name and last known address

Driver's license no. [last 4 digits] and state: ☐ Unknown

Social security no. [last 4 digits]: ☐ Unknown

Summons was personally served at or mailed to (address):

19. Name and last known address

Driver's license no. [last 4 digits] and state: ☐ Unknown

Social security no. [last 4 digits]: ☐ Unknown

Summons was personally served at or mailed to (address):

20. ☐ Continued on Attachment 20.

**EXHIBIT I**

**EXHIBIT I**

**EXHIBIT I**

Exception No. 4

ELECTRONICALLY RECEIVED  
Superior Court of California,  
County of Orange  
04/02/2019 at 09:43:37 AM  
Clerk of the Superior Court  
By Natasha Dorfman, Deputy Clerk

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER

**MAY 06 2019**

DAVID H. YAMASAKI, Clerk of the Court

BY: \_\_\_\_\_ DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

THE HUNTINGTON BEACH GABLES  
HOMEOWNERS ASSOCIATION, a  
California Nonprofit Mutual Benefit  
Corporation,

Plaintiff,

v.

SANDRA L. BRADLEY, individually and  
as Trustee of the Sandra L. Bradley Trust;  
JAMIE L. GALLIAN, an individual; and  
DOES 1 through 25, inclusive,

Defendants.

CASE NO. 37-2017-00913985-CU-CO-CJC

Judge: James L. Crandall  
Dept.: C33

~~PROPOSED~~ JUDGMENT IN FAVOR OF  
PLAINTIFF THE HUNTINGTON BEACH  
GABLES HOMEOWNERS ASSOCIATION  
AND AGAINST DEFENDANT JAMIE L.  
GALLIAN

Complaint Filed: April 11, 2017  
First Amended Complaint filed: May 16, 2017  
Trial Date: September 9, 2019

In this action for Breach of Governing Documents (Architectural Violations) and  
Nuisance Defendant Jamie L. Gallian was personally served with the Summons and Complaint  
on May 24, 2017. Defendant Gallian filed an answer to the Complaint, and to the First  
Amended Complaint. Subsequently, due to her failure to timely respond to discovery, on  
February 13, 2019 the Court ordered that Defendant's Answer to the Plaintiff's First Amended  
Complaint be stricken, and on February 13, 2019 entered the default against Defendant.  
Pursuant to the Court's order of February 13, 2019, Plaintiff The Huntington Beach Gables  
Homeowners Association has presented evidence of its costs for abating the nuisance caused by  
Defendant Gallian, as alleged in the First Amended Complaint.



1 Upon the Application of Plaintiff, The Huntington Beach Gables Homeowners  
2 Association for judgment against Defendant, and upon having reviewed the evidence and  
3 declarations, and proof having been made to the satisfaction of this Court, the Court finds in  
4 favor of Plaintiff, The Huntington Beach Gables Homeowners Association ("Association"), and  
5 against Defendant, Jamie L. Gallian ("Defendant") on all causes of action in the First Amended  
6 Complaint filed herein on May 16, 2017.

7 IT IS HEREBY ADJUDGED, ORDERED AND DECREED, as follows:

8 1. As to the First Cause of Action for Breach of Contract, the Court finds that  
9 Defendant breached the Association's Governing Documents, including the "Declaration of  
10 Covenants, Conditions and Restrictions for Huntington Beach Gables" containing the covenants,  
11 conditions and restrictions which governing the properties located within the Association,  
12 which was recorded on May 28, 1980, as Document No. 1980-28926 ("CC&Rs");

13 2. At all times mentioned herein, Defendant was the tenant of, resident of, and/or  
14 claimed some interest in the condominium unit located within the Association commonly known  
15 as 4476 Alderport Drive, Unit 53, Huntington Beach, CA 92649 ("Subject Property");

16 3. As a result of Defendant's breach of contract, Plaintiff's damages include the cost  
17 of repairing damage to the Common Area caused by Defendant's failing to adhere to the  
18 architectural guidelines and specifications with respect to the construction of the patio cover and  
19 by constructing a concrete pad and installing an air conditioning unit on the exterior of  
20 Defendant's Subject Property which encroached upon the Association's common area and  
21 destroying the Association's landscaping;

22 4. As the Second Cause of Action for Nuisance, the Court finds that Defendant  
23 created conditions on the Subject Property that are an annoyance and nuisance to the Association  
24 and its residents, and as a result, the Association has incurred attorneys' fees and costs in  
25 connection with abating the nuisance;

26 5. Plaintiff is entitled to recover its reasonable attorneys' fees and costs from  
27 Defendant pursuant to Civil Code section 5975(c) and Article XIV, Section 14.7 of the  
28 Association's CC&Rs;

6. Plaintiff is further entitled to recover its costs to repair damage to the Common Area caused by unauthorized installation of the concrete pad and air conditioning unit, causing extensive damage to the landscaping pursuant to the CC&Rs, Article XIV, Section 14.8 as well as costs for removal of the concrete pad and landscaping repairs;

7. Association as Plaintiff, as the prevailing party in the action and pursuant to Civil Code section 5975(c) and Article XIV, Section 14.7 of the Association's CC&Rs, shall recover from Defendant its legal costs in the amount of \$ 10,693.12 and attorneys' fees in the amount of \$ 178,362. Plaintiff shall also recover concrete removal and landscaping repair costs in the amount of \$1,295.00;

8. Association as Cross-Defendant, as the prevailing party in the action and pursuant to Civil Code section 5975(c) and Article XIV, Section 14.7 of the Association's CC&Rs, shall recover from Cross-Complainant its legal costs in the amount of \$ 6,050.87 and attorneys' fees in the amount of \$ 120,183

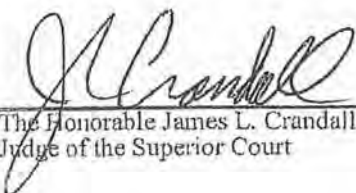
9. Judgment is hereby entered in favor of Plaintiff The Huntington Beach Gables Homeowners Association for recovery of its attorney's fees and costs, and costs for concrete removal and landscaping repair costs, against Defendant Jamie L. Gallian, and Defendant is ordered to pay said sums to Plaintiff;

10. Plaintiff The Huntington Beach Gables Homeowners Association is awarded judgment in the total amount of \$ 315,288.59, which will accrue interest at the rate of ten (10%) per annum from the date judgment is entered herein, until paid in full; and

11. Pursuant to Code of Civil Procedure §§ 685.040, 685.080, Defendant Jamie L. Gallian shall pay to Plaintiff any and all sums reasonably incurred by Plaintiff in enforcing the Judgment.

IT IS SO ORDERED.

Dated: 5-6-, 2019

  
The Honorable James L. Crandall  
Judge of the Superior Court

SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER

MINUTE ORDER

DATE: 05/07/2019 TIME: 11:49:00 AM DEPT: C33  
JUDICIAL OFFICER PRESIDING: James Crandall  
CLERK: P. Rief  
REPORTER/ERM: None  
BAILIFF/COURT ATTENDANT: None

CASE NO: 30-2017-00913985-CU-CO-CJC CASE INIT.DATE: 04/11/2017  
CASE TITLE: **The Huntington Beach Gables Homeowners Association vs. Bradley**  
CASE CATEGORY: Civil - Unlimited CASE TYPE: Contract - Other

---

EVENT ID/DOCUMENT ID: 73041107

EVENT TYPE: Nunc Pro Tunc Minutes

---

APPEARANCES

---

There are no appearances by any party.

It appears to the court, the Judgment entered 05/06/2019 contained a mathematical error. Said Judgment is ordered corrected Nunc Pro Tunc as of 05/06/2019, as follows:

*10. Plaintiff The Huntington Beach Gables Homeowners Association is awarded judgment in the total amount of \$316,583.59, which will accrue interest at the rate of ten (10%) per annum from the date judgment is entered herein, until paid in full*

All other portions of the judgment remain.

The clerk is ordered to give notice to plaintiff by electronic service.

Exception No. 4 (Part 2)



48

EJ-001  
Recording Requested by and When Recorded Mail to  
Joyce J. Kapsal / Pejman D. SBN: 091950 / 279260  
EPSTEN GRINNELL & HOWELL, APC  
10200 Willow Creek Road, Suite 100  
San Diego, CA 92131  
TEL NO.: 858-527-0111 FAX NO. (optional): 858-527-1531  
E-MAIL ADDRESS (Optional): jkapsal@epsten.com /  
☒ ATTORNEY FOR ☒ JUDGMENT CREDITOR ☐ ASSIGNEE OF RECORD  
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE  
STREET ADDRESS: 700 Civic Center Drive West  
MAILING ADDRESS: 700 Civic Center Drive West  
CITY AND ZIP CODE: Santa Ana, CA 92701  
BRANCH NAME: Central Justice Center

Recorded in Official Records, Orange County  
Hugh Nguyen, Clerk-Recorder



90.00

2019000165259 12:56 pm 05/16/19

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FOR RECORDER'S USE ONLY

PLAINTIFF: The Huntington Beach Gables Homeowners Association  
DEFENDANT: Sandra Bradley, et al.

CASE NUMBER

30-2017-00913985-CU-CO-CJC

**ABSTRACT OF JUDGMENT—CIVIL  
AND SMALL CLAIMS**

☒ Amended

FOR COURT USE ONLY

Pursuant to California Government Code § 68150(f), the Clerk of the Court hereby certifies this document accurately reflects the official court record. The electronic signature and seal on this document have the same validity and legal force and effect as an original clerk's signature and court seal. California Government Code § 68150(g).

1. The ☒ judgment creditor ☐ assignee of record applies for an abstract of judgment and represents the following:

a. Judgment debtor's Name and last known address

Jamie L. Gallian  
4476 Alderport Drive #53  
Huntington Beach, CA 92649

b. Driver's license no. [last 4 digits] and state: 0742 / CA ☐ Unknown

c. Social security no. [last 4 digits]: xxx-xx-3936 ☐ Unknown

d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address):  
4476 Alderport Drive #53, Huntington Beach, CA 92649

2. ☐ Information on additional judgment debtors is shown on page 2.

3. Judgment creditor (name and address):  
The Huntington Beach Gables Homeowners Association  
c/o Epsten Grinnell & Howell, 10200 Willow  
Creek Rd, Ste 100, San Diego, CA 92131  
Date: May 8, 2019

Joyce J. Kapsal  
(TYPE OR PRINT NAME)

4. ☐ Information on additional judgment creditors is shown on page 2.

5. ☐ Original abstract recorded in this county:

a. Date:

b. Instrument No.:

(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:  
\$ 319,653.59

7. All judgment creditors and debtors are listed on this abstract.

8. a. Judgment entered on (date): 5/6/2019 [9/27/2018 sanctions]  
b. Renewal entered on (date):

9. ☐ This judgment is an installment judgment.

10. ☐ An ☐ execution lien ☐ attachment lien is endorsed on the judgment as follows:

a. Amount: \$

b. In favor of (name and address):

11. A stay of enforcement has

a. ☒ not been ordered by the court.

b. ☐ been ordered by the court effective until (date):

12. a. ☒ I certify that this is a true and correct abstract of the judgment entered in this action.

b. ☐ A certified copy of the judgment is attached.



David H. Yamasaki, Clerk of the Court

This abstract issued on (date):  
May 14, 2019

Clerk, by

Mary M. Johnson  
Deputy

Form Adopted for Mandatory Use  
Judicial Council of California  
EJ-001 (Rev. July 1, 2014)

**ABSTRACT OF JUDGMENT—CIVIL  
AND SMALL CLAIMS**

Page 1 of 2  
Code of Civil Procedure, §§ 483.460,  
874, 700.160  
Westlaw Doc & Form Builder

11  
30  
88  
FF  
CF



PLAINTIFF: The Huntington Beach Gables Homeowners Association  
DEFENDANT: Sandra Bradley, et al.

COURT CASE NO.:  
30-2017-00913985-CU-CO-CJC

**NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:**

13. Judgment creditor (name and address):

14. Judgment creditor (name and address):

15. ☐ Continued on Attachment 15.

**INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:**

16. Name and last known address

Driver's license no. [last 4 digits] and state: ☐ Unknown

Social security no. [last 4 digits]: ☐ Unknown

Summons was personally served at or mailed to (address):

17. Name and last known address

Driver's license no. [last 4 digits] and state: ☐ Unknown

Social security no. [last 4 digits]: ☐ Unknown

Summons was personally served at or mailed to (address):

18. Name and last known address

Driver's license no. [last 4 digits] and state: ☐ Unknown

Social security no. [last 4 digits]: ☐ Unknown

Summons was personally served at or mailed to (address):

19. Name and last known address

Driver's license no. [last 4 digits] and state: ☐ Unknown

Social security no. [last 4 digits]: ☐ Unknown

Summons was personally served at or mailed to (address):

20. ☐ Continued on Attachment 20.

**EXHIBIT J**

**EXHIBIT J**

**EXHIBIT J**

Exception No. 5

ELECTRONICALLY RECEIVED  
Superior Court of California,  
County of Orange  
04/02/2019 at 09:43:37 AM  
Clerk of the Superior Court  
By Natasia Dorfman, Deputy Clerk

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER

MAY 06 2019

DAVID H. YAMASAKI, Clerk of the Court

BY: \_\_\_\_\_, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

THE HUNTINGTON BEACH GABLES  
HOMEOWNERS ASSOCIATION, a  
California Nonprofit Mutual Benefit  
Corporation,

Plaintiff,

v.

SANDRA L. BRADLEY, individually and  
as Trustee of the Sandra L. Bradley Trust;  
JAMIE L. GALLIAN, an individual; and  
DOES 1 through 25, inclusive,

Defendants.

CASE NO. 37-2017-00913985-CU-CO-CJC

Judge: James L. Crandall  
Dept.: C33

~~PROPOSED~~ JUDGMENT IN FAVOR OF  
PLAINTIFF THE HUNTINGTON BEACH  
GABLES HOMEOWNERS ASSOCIATION  
AND AGAINST DEFENDANT JAMIE L.  
GALLIAN

Complaint Filed: April 11, 2017  
First Amended Complaint filed: May 16, 2017  
Trial Date: September 9, 2019

In this action for Breach of Governing Documents (Architectural Violations) and  
Nuisance Defendant Jamie L. Gallian was personally served with the Summons and Complaint  
on May 24, 2017. Defendant Gallian filed an answer to the Complaint, and to the First  
Amended Complaint. Subsequently, due to her failure to timely respond to discovery, on  
February 13, 2019 the Court ordered that Defendant's Answer to the Plaintiff's First Amended  
Complaint be stricken, and on February 13, 2019 entered the default against Defendant.  
Pursuant to the Court's order of February 13, 2019, Plaintiff The Huntington Beach Gables  
Homeowners Association has presented evidence of its costs for abating the nuisance caused by  
Defendant Gallian, as alleged in the First Amended Complaint.

3808992v1

JUDGMENT IN FAVOR OF PLAINTIFF AND AGAINST DEFENDANT JAMIE L. GALLIAN

1 Upon the Application of Plaintiff, The Huntington Beach Gables Homeowners  
2 Association for judgment against Defendant, and upon having reviewed the evidence and  
3 declarations, and proof having been made to the satisfaction of this Court, the Court finds in  
4 favor of Plaintiff, The Huntington Beach Gables Homeowners Association ("Association"), and  
5 against Defendant, Jamie L. Gallian ("Defendant") on all causes of action in the First Amended  
6 Complaint filed herein on May 16, 2017.

7 IT IS HEREBY ADJUDGED, ORDERED AND DECREED, as follows:

8 1. As to the First Cause of Action for Breach of Contract, the Court finds that  
9 Defendant breached the Association's Governing Documents, including the "Declaration of  
10 Covenants, Conditions and Restrictions for Huntington Beach Gables" containing the covenants,  
11 conditions and restrictions which governing the properties located within the Association,  
12 which was recorded on May 28, 1980, as Document No. 1980-28926 ("CC&Rs");

13 2. At all times mentioned herein, Defendant was the tenant of, resident of, and/or  
14 claimed some interest in the condominium unit located within the Association commonly known  
15 as 4476 Alderport Drive, Unit 53, Huntington Beach, CA 92649 ("Subject Property");

16 3. As a result of Defendant's breach of contract, Plaintiff's damages include the cost  
17 of repairing damage to the Common Area caused by Defendant's failing to adhere to the  
18 architectural guidelines and specifications with respect to the construction of the patio cover and  
19 by constructing a concrete pad and installing an air conditioning unit on the exterior of  
20 Defendant's Subject Property which encroached upon the Association's common area and  
21 destroying the Association's landscaping;

22 4. As the Second Cause of Action for Nuisance, the Court finds that Defendant  
23 created conditions on the Subject Property that are an annoyance and nuisance to the Association  
24 and its residents, and as a result, the Association has incurred attorneys' fees and costs in  
25 connection with abating the nuisance;

26 5. Plaintiff is entitled to recover its reasonable attorneys' fees and costs from  
27 Defendant pursuant to Civil Code section 5975(c) and Article XIV, Section 14.7 of the  
28 Association's CC&Rs;



6. Plaintiff is further entitled to recover its costs to repair damage to the Common Area caused by unauthorized installation of the concrete pad and air conditioning unit, causing extensive damage to the landscaping pursuant to the CC&Rs, Article XIV, Section 14.8 as well as costs for removal of the concrete pad and landscaping repairs;

7. Association as Plaintiff, as the prevailing party in the action and pursuant to Civil Code section 5975(c) and Article XIV, Section 14. 7 of the Association's CC&Rs, shall recover from Defendant its legal costs in the amount of \$ 10,693.12 and attorneys' fees in the amount of \$ 178,362. Plaintiff shall also recover concrete removal and landscaping repair costs in the amount of \$1,295.00;

8. Association as Cross-Defendant, as the prevailing party in the action and pursuant to Civil Code section 5975(c) and Article XIV, Section 14. 7 of the Association's CC&Rs, shall recover from Cross-Complainant its legal costs in the amount of \$ 6,050.47 and attorneys' fees in the amount of \$ 120,183.

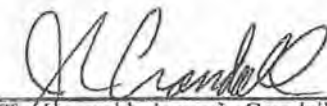
9. Judgment is hereby entered in favor of Plaintiff The Huntington Beach Gables Homeowners Association for recovery of its attorney's fees and costs, and costs for concrete removal and landscaping repair costs, against Defendant Jamie L. Gallian, and Defendant is ordered to pay said sums to Plaintiff;

10. Plaintiff The Huntington Beach Gables Homeowners Association is awarded judgment in the total amount of \$ 315,288.59, which will accrue interest at the rate of ten (10%) per annum from the date judgment is entered herein, until paid in full; and

11. Pursuant to Code of Civil Procedure §§ 685.040, 685.080, Defendant Jamie L. Gallian shall pay to Plaintiff any and all sums reasonably incurred by Plaintiff in enforcing the Judgment.

IT IS SO ORDERED.

Dated: 5-6-, 2019

  
The Honorable James L. Crandall  
Judge of the Superior Court

SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER

MINUTE ORDER

DATE: 05/07/2019

TIME: 11:49:00 AM

DEPT: C33

JUDICIAL OFFICER PRESIDING: James Crandall

CLERK: P. Rief

REPORTER/ERM: None

BAILIFF/COURT ATTENDANT: None

CASE NO: 30-2017-00913985-CU-CO-CJC CASE INIT.DATE: 04/11/2017

CASE TITLE: The Huntington Beach Gables Homeowners Association vs. Bradley

CASE CATEGORY: Civil - Unlimited CASE TYPE: Contract - Other

---

EVENT ID/DOCUMENT ID: 73041107

EVENT TYPE: Nunc Pro Tunc Minutes

---

APPEARANCES

There are no appearances by any party.

It appears to the court, the Judgment entered 05/06/2019 contained a mathematical error. Said Judgment is ordered corrected Nunc Pro Tunc as of 05/06/2019, as follows:

*10. Plaintiff The Huntington Beach Gables Homeowners Association is awarded judgment in the total amount of \$316,583.59, which will accrue interest at the rate of ten (10%) per annum from the date judgment is entered herein, until paid in full*

All other portions of the judgment remain.

The clerk is ordered to give notice to plaintiff by electronic service.

---

DATE: 05/07/2019

MINUTE ORDER

DEPT: C33

Page 1  
Calendar No.

Exception No. 5 (Part 2)

EJ-001

Recording Requested by and When Recorded Mail to  
Joyce J. Kapsal / Pejman D. SBN: 091950 / 279260  
EPSTEIN GRINNELL & HOWELL, APC  
10200 Willow Creek Road, Suite 100  
San Diego, CA 92131

TEL NO: 858-527-0111 FAX NO (optional): 858-527-1531

E-MAIL ADDRESS (Optional): jkapsal@epsten.com /

☒ ATTORNEY ☒ JUDGMENT ☐ ASSIGNEE  
FOR CREDITOR OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

STREET ADDRESS: 700 Civic Center Drive West

MAILING ADDRESS: 700 Civic Center Drive West

CITY AND ZIP CODE: Santa Ana, CA 92701

BRANCH NAME: Central Justice Center

Recorded in Official Records, Orange County  
Hugh Nguyen, Clerk-Recorder

97.00  
\* \$ R 0 0 1 0 8 3 9 3 4 7 \$ \*

2019000166068 3:10 pm 05/16/19

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FOR RECORDER'S USE ONLY

PLAINTIFF: The Huntington Beach Gables Homeowners Association  
DEFENDANT: Sandra Bradley, et al.

CASE NUMBER

30-2017-00913985-CU-CO-CJC

**ABSTRACT OF JUDGMENT—CIVIL  
AND SMALL CLAIMS**

☒ Amended

FOR COURT USE ONLY

Pursuant to California Government Code § 68150(f), the Clerk of the Court hereby certifies this document accurately reflects the official court record. The electronic signature and seal on this document have the same validity and legal force and effect as an original clerk's signature and court seal. California Government Code § 68150(g).

1. The ☒ judgment creditor ☐ assignee of record applies for an abstract of judgment and represents the following:

a. Judgment debtor's

Name and last known address

Jamie L. Gallian  
4476 Alderport Drive #53  
Huntington Beach, CA 92649

- b. Driver's license no. [last 4 digits] and state: 0742 / CA ☐ Unknown  
c. Social security no. [last 4 digits]: xxx-xx-3936 ☐ Unknown  
d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address):

4476 Alderport Drive #53, Huntington Beach, CA 92649

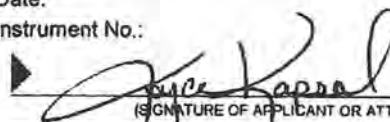
2. ☐ Information on additional judgment debtors is shown on page 2.  
3. Judgment creditor (name and address):  
The Huntington Beach Gables Homeowners Association  
c/o Epstein Grinnell & Howell, 10200 Willow Creek Rd, Ste 100, San Diego, CA 92131  
Date: May 8, 2019

Joyce J. Kapsal

(TYPE OR PRINT NAME)

4. ☐ Information on additional judgment creditors is shown on page 2.  
5. ☐ Original abstract recorded in this county:

- a. Date:  
b. Instrument No.:

  
(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:  
\$ 319,653.59  
7. All judgment creditors and debtors are listed on this abstract.  
8. a. Judgment entered on (date): 5/6/2019 [9/27/2018 sanctions]  
b. Renewal entered on (date):

9. ☐ This judgment is an installment judgment.

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a. Amount: \$  
b. In favor of (name and address):

11. A stay of enforcement has  
a. ☒ not been ordered by the court.  
b. ☐ been ordered by the court effective until (date):  
12. a. ☒ I certify that this is a true and correct abstract of the judgment entered in this action.  
b. ☐ A certified copy of the judgment is attached.



David H. Yamasaki, Clerk of the Court

This abstract issued on (date):  
May 14, 2019

Clerk, by



Mary M. Johnson  
Deputy

PLAINTIFF: The Huntington Beach Gables Homeowners Association DEFENDANT: Sandra Bradley, et al.	COURT CASE NO. 30-2017-00913985-CU-CO-CJC
--	--

**NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:**

13. Judgment creditor (*name and address*):

14. Judgment creditor (*name and address*):

15. ☐ Continued on Attachment 15.

**INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:**

16. Name and last known address

Driver's license no. [last 4 digits] and state:

☐ Unknown

Social security no. [last 4 digits]:

☐ Unknown

Summons was personally served at or mailed to (*address*):

17. Name and last known address

Driver's license no. [last 4 digits] and state:

☐ Unknown

Social security no. [last 4 digits]:

☐ Unknown

Summons was personally served at or mailed to (*address*):

18. Name and last known address

Driver's license no. [last 4 digits] and state:

☐ Unknown

Social security no. [last 4 digits]:

☐ Unknown

Summons was personally served at or mailed to (*address*):

19. Name and last known address

Driver's license no. [last 4 digits] and state:

☐ Unknown

Social security no. [last 4 digits]:

☐ Unknown

Summons was personally served at or mailed to (*address*):

20. ☐ Continued on Attachment 20.



**EXHIBIT K**

**EXHIBIT K**

**EXHIBIT K**

Exception No. 6

ELECTRONICALLY RECEIVED  
Superior Court of California,  
County of Orange  
04/02/2019 at 09:43:37 AM  
Clerk of the Superior Court  
By Natasha Dorfman, Deputy Clerk

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER

**MAY 06 2019**

DAVID H. YAMASAKI, Clerk of the Court

BY: \_\_\_\_\_, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

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California Nonprofit Mutual Benefit  
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Plaintiff,

v.

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DOES 1 through 25, inclusive,

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CASE NO. 37-2017-00913985-CU-CO-CJC

Judge: James L. Crandall  
Dept.: C33

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3806992v1

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18 architectural guidelines and specifications with respect to the construction of the patio cover and  
19 by constructing a concrete pad and installing an air conditioning unit on the exterior of  
20 Defendant's Subject Property which encroached upon the Association's common area and  
21 destroying the Association's landscaping;

22 4. As the Second Cause of Action for Nuisance, the Court finds that Defendant  
23 created conditions on the Subject Property that are an annoyance and nuisance to the Association  
24 and its residents, and as a result, the Association has incurred attorneys' fees and costs in  
25 connection with abating the nuisance;

26 5. Plaintiff is entitled to recover its reasonable attorneys' fees and costs from  
27 Defendant pursuant to Civil Code section 5975(c) and Article XIV, Section 14.7 of the  
28 Association's CC&Rs;

6. Plaintiff is further entitled to recover its costs to repair damage to the Common Area caused by unauthorized installation of the concrete pad and air conditioning unit, causing extensive damage to the landscaping pursuant to the CC&Rs, Article XIV, Section 14.8 as well as costs for removal of the concrete pad and landscaping repairs;

7. Association as Plaintiff, as the prevailing party in the action and pursuant to Civil Code section 5975(c) and Article XIV, Section 14.7 of the Association's CC&Rs, shall recover from Defendant its legal costs in the amount of \$ 10,693.12 and attorneys' fees in the amount of \$ 178,362. Plaintiff shall also recover concrete removal and landscaping repair costs in the amount of \$1,295.00; ~~X~~

8. Association as Cross-Defendant, as the prevailing party in the action and pursuant to Civil Code section 5975(c) and Article XIV, Section 14.7 of the Association's CC&Rs, shall recover from Cross-Complainant its legal costs in the amount of \$ 6,050.47 and attorneys' fees in the amount of \$ 120,183


9. Judgment is hereby entered in favor of Plaintiff The Huntington Beach Gables Homeowners Association for recovery of its attorney's fees and costs, and costs for concrete removal and landscaping repair costs, against Defendant Jamie L. Gallian, and Defendant is ordered to pay said sums to Plaintiff;

10. Plaintiff The Huntington Beach Gables Homeowners Association is awarded judgment in the total amount of \$ ~~315,988.59~~ 316,583.59, which will accrue interest at the rate of ten (10%) per annum from the date judgment is entered herein, until paid in full; and

11. Pursuant to Code of Civil Procedure §§ 685.040, 685.080, Defendant Jamie L. Gallian shall pay to Plaintiff any and all sums reasonably incurred by Plaintiff in enforcing the Judgment.

IT IS SO ORDERED.

Dated: 5-6-, 2019

  
The Honorable James L. Crandall  
Judge of the Superior Court



**Recording Requested by and**  
**When Recorded Return to:**

Joyce J. Kapsal, Bar No. 091950  
[jkapsal@epsten.com](mailto:jkapsal@epsten.com)  
Pejman D. Kharrazian, Bar No. 279260  
[pkharrazian@epsten.com](mailto:pkharrazian@epsten.com)  
EPSTEN, APC  
10200 Willow Creek Road, Suite 100  
San Diego, California 92131  
(858) 527-0111/ Fax (858) 527-1531

Attorneys for Plaintiff, Cross-Defendant  
THE HUNTINGTON BEACH GABLES  
HOMEOWNERS ASSOCIATION

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

THE HUNTINGTON BEACH GABLES  
HOMEOWNERS ASSOCIATION, a  
California Nonprofit Mutual Benefit  
Corporation,

Plaintiff,

v.

SANDRA L. BRADLEY, individually and  
as Trustee of the Sandra L. Bradley Trust;  
JAMIE L. GALLIAN, an individual; and  
DOES 1 through 25, inclusive,

Defendants.

Recorded in Official Records, Orange County  
Hugh Nguyen, Clerk-Recorder



91.00

\* \$ R 0 0 1 2 0 2 0 7 0 1 \$ \*  
2020000481922 1:58 pm 09/10/20

94 401A R12 3

0.00 0.00 0.00 0.00 6.00 0.00 0.000.0075.00 3.00

CASE NO. 30-2017-00913985-CU-CO-CJC

RELEASE OF ABSTRACT OF  
JUDGMENT RECORDED IN ORANGE  
COUNTY ON MAY 16, 2019 AS  
DOCUMENT NO. 2019000166068

On May 6, 2019, a Judgment in the amount of \$319,653.59 was entered in favor of Plaintiff-Judgment Creditor THE HUNTINGTON BEACH GABLES HOMEOWNERS ASSOCIATION and against Defendant-Judgment Debtor JAMIE L. GALLIAN in the records of the above-captioned court. Judgment Creditor summarily created a judgment lien on real property owned by Judgment Debtor by recording an Abstract of Judgment in the Office of the County Recorder of Orange County on May 16, 2019, at 12:56 p.m. as Document No. 201900016259. Also, on May 16, 2019, at 3:10 p.m., another original of the same Abstract of Judgment was recorded in the Office of the County Recorder of Orange County as Document No. 201900016608.

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SB

1 NOTICE IS HEREBY GIVEN that Judgment Creditor hereby withdraws and rescinds  
2 the second Abstract of Judgment (*only the second*) which was recorded on May 16, 2019, at  
3 3:10 p.m., in the official records in the Office of the Recorder of Orange County, California, as  
4 Document No. 201900016608. *The Abstract of Judgment recorded in the Office of the County*  
5 *Recorder of Orange County on May 16, 2019, at 12:56 p.m. as Document No. 201900016259*  
6 *is to remain in full force and effect.*

7 NOTICE IS FURTHER GIVEN that the Abstract of Judgment recorded in the Office  
8 of the County Recorder of Orange County, on May 16, 2019, at 12:56 p.m. as Document No.  
9 201900016259 is still valid, enforceable, and secures as a lien against any and all real property  
10 owned by Defendant-Judgment Debtor JAMIE L. GALLIAN, which is located within the  
11 County of Orange, which was levied upon as a result of the recording of the Abstract of  
12 Judgment.

13 Dated: August 20, 2020

EPSTEN, APC

14 By:   
15 Joyce J. Kapsal

16 Attorneys for Plaintiff Judgment Creditor  
17 THE HUNTINGTON BEACH GABLES  
18 HOMEOWNERS ASSOCIATION  
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1  
2 **A Notary Public or other officer completing this certificate verifies only the identity of**  
3 **the individual who signed the document to which this certificate is attached, and not the**  
4 **truthfulness, accuracy, or validity of that document.**

5 STATE OF CALIFORNIA )

6 COUNTY OF SAN DIEGO )

7 On August 20, 2020, before me, Olivia M. Castro, Notary Public, personally  
8 appeared Joyce J. Kapsal, who proved to me on the basis of satisfactory evidence to be the  
9 person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me  
10 that he/she/they executed the same in his/her/their authorized capacity(ies), and that by  
11 his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which  
12 the person(s) acted, executed the instrument.

13 I certify under PENALTY OF PERJURY under the laws of the State of California that  
14 the foregoing paragraph is true and correct.

15 WITNESS my hand and official seal.

16 Olivia M. Castro  
17 Notary Public







**OLD REPUBLIC**  
TITLE COMPANY

18565 Jamboree Road, Suite 275  
Irvine, CA 92612  
(949) 476-5757

### PRELIMINARY REPORT

Update 2

Our Order Number 2930005415-61

Star Commercial Properties

Attention: DAVID PERRY

When Replying Please Contact:

Property Address:

Martin Vique  
title.orange@ortc.com  
Ph:(949)476-5755  
Efax:(949)266-9509  
Direct line: (855) 563-3827

4476 Alderport Unit 53, Huntington Beach, CA 92649

In response to the above referenced application for a policy of title insurance, OLD REPUBLIC TITLE COMPANY, as issuing Agent of Old Republic National Title Insurance Company, hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit I attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the Homeowner's Policy of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit I. Copies of the Policy forms should be read. They are available from the office which issued this report.

**Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit I of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.**

**It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.**

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of October 16, 2018, at 7:30 AM

**OLD REPUBLIC TITLE COMPANY**  
For Exceptions Shown or Referred to, See Attached

Page 1 of 6 Pages

**OLD REPUBLIC TITLE COMPANY**  
**ORDER NO. 2930005415-61**  
Update 2

The form of policy of title insurance contemplated by this report is:

Homeowner's Policy of Title Insurance - 2013; and ALTA Loan Policy - 2006. A specific request should be made if another form or additional coverage is desired.

The estate or interest in the land hereinafter described or referred or covered by this Report is:

A CONDOMINIUM, AS DEFINED IN SECTION 783 OF THE CALIFORNIA CIVIL CODE, FOR A TERM OF YEARS AS SET FORTH IN THAT CERTAIN CONDOMINIUM SUBLEASE RECORDED NOVEMBER 7, 1980 AS FILE NO. 8696, IN BOOK 13824 PAGE 1294, OFFICIAL RECORDS, UPON AND SUBJECT TO ALL THE PROVISIONS THEREIN CONTAINED AND AS MODIFIED THEREOF RECORDED AUGUST 28, 2003 AS INSTRUMENT NO. 03-1044770, OFFICIAL RECORDS.

Title to said estate or interest at the date hereof is vested in:

JAMIE L. GALLIAN, A SINGLE WOMAN

The land referred to in this Report is situated in the County of Orange, City of Huntington Beach, State of California, and is described as follows:

**PARCEL 1:**

UNIT 53, IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN AND DEFINED ON THAT CERTAIN CONDOMINIUM PLAN {"THE CONDOMINIUM PLAN"}, RECORDED OCTOBER 18, 1979 IN BOOK 13358 PAGE 1193, ET SEQ., OFFICIAL RECORDS.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHE HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET WITHOUT ANY RIGHT TO ENTER UPON THE SURFACE OR THE SUBSURFACE OF SAID LAND ABOVE A DEPTH OF 500 FEET, AS PROVIDED IN INSTRUMENTS OF RECORD.

**PARCEL 2:**

AN UNDIVIDED 1/80TH INTEREST IN AND TO LOTS 1 AND 2 OF TRACT NO. 10542, IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 456 PAGES 49 AND 50 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY TOGETHER WITH THOSE PORTIONS OF THE COMMON AREA AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN, CONSISTING OF BUILDINGS AND OTHER IMPROVEMENTS.

EXCEPTING THEREFROM CONDOMINIUM UNITS 1 THROUGH 80 INCLUSIVE, LOCATED THEREON.

**PARCEL 3:**

AN EXCLUSIVE EASEMENT FOR THE USE AND OCCUPANCY OF THOSE PORTIONS OF RESTRICTED COMMON AREA AS DEFINED ON THE CONDOMINIUM PLAN FOR ENTRY AND STAIRCASES AND ATTIC SPACE RELATING TO SAID UNIT.

**PARCEL 4:**



OLD REPUBLIC TITLE COMPANY  
**ORDER NO. 2930005415-61**  
Update 2

NON-EXCLUSIVE EASEMENT AND RIGHT TO USE THOSE PORTIONS OF THE COMMON AREA AS DEFINED ON THE CONDOMINIUM PLAN, EXCEPT RESTRICTED COMMON AREA.

APN: 937-630-53

At the date hereof exceptions to coverage in addition to the Exceptions and Exclusions in said policy form would be as follows:

1. Taxes and assessments, general and special, for the fiscal year 2019 - 2020, a lien, but not yet due or payable.
2. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	937-630-53	
Code No.	:	04-007	
1st Installment	:	\$1,888.50	NOT Marked Paid
2nd Installment	:	\$1,888.50	NOT Marked Paid
Land Value	:	\$197,735.00	
Imp. Value	:	\$121,658.00	
3. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.
4. Water rights, claims or title to water, whether or not shown by the public records.
5. Matters in various instruments of record which contain among other things easements and rights of way in, on, over and under the common area for the purpose of constructing, erecting, operating or maintaining thereon or thereunder overhead or underground lines, cables, wires, conduits, or other devices for electricity, telephone, storm water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes, and similar public or quasi-public improvements or facilities. also the right of use and enjoyment in and to and throughout the common area as well as the non-exclusive easements and rights for ingress, egress to the owner herein described.

Reference is hereby being made to various documents and maps of record for full and further particulars.

Affects the common area.

OLD REPUBLIC TITLE COMPANY  
**ORDER NO. 2930005415-61**  
Update 2

6. The fact that the ownership of said land does not include rights of access to or from the street or highway abutting said land, such rights having been relinquished by the map of said tract.

Affects: Edinger avenue abutting common areas

Said land however, abuts upon a public thoroughfare other than the road referred to above, over which rights of vehicular ingress and egress have not been relinquished.

7. Matters in an instrument that, among other things, contain or provide for easements, assessments, liens and their subordination; provisions relating to partition, restrictions on severability of component interest, covenants, conditions and restrictions, which provide that no violation thereof and no enforcement of any lien provided for therein shall defeat or render invalid the lien of a mortgage or deed of trust made in good faith and for value, but omitting any covenants or restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

Recorded : May 28, 1980 in Book 13618 of Official Records, Page 982

Modification thereof, but omitting any covenants or restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

Recorded : August 5, 1980 in Book 13690 of Official Records, Page 1091

8. A lease affecting the premises herein described, executed by and between the parties herein named, with certain terms, covenants, conditions and provisions set forth therein.

lessor: Houser Bros, Co., a Limited Partnership  
lessee: Robert P. Warrington  
recorded: October 24, 1980 in book 13803, page 640, official records

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

9. We find no open Deeds of Trust of record. Please verify by inquiry of Escrow Personnel and/or Agents whether or not we have overlooked something and advise the Title Department accordingly prior to closing.

**OLD REPUBLIC TITLE COMPANY**  
**ORDER NO. 2930005415-61**  
Update 2

10. Abstract of Judgment for the amount herein stated and any other amounts due.
- |          |   |  |
|----------|---|--|
| Creditor | : | TD Bank  |
| Debtor   | : | Jamie L. Gallian   |
| Entered  | : | October 4, 2016  |
| Court    | : | Superior Court of California County of Orange                        |
| Case No. | : | 30-2013-00863489-CL-CL-CJC   |
| Amount   | : | \$2,179.25   |
| Dated    | : | February 10, 2017  |
| Recorded | : | March 9, 2017 in Official Records as Instrument Number 2017-00096952 |
11. Abstract of Judgment for the amount herein stated and any other amounts due.
- |          |   |   |
|----------|---|---|
| Creditor | : | Capital One Bank  |
| Debtor   | : | Jamie L. Gallian  |
| Entered  | : | August 15, 2017   |
| Court    | : | Superior Court of California County of Orange                             |
| Case No. | : | 30-2017-00925831-CL-CL-CJC  |
| Amount   | : | \$4,332.92  |
| Dated    | : | August 17, 2017   |
| Recorded | : | September 6, 2017 in Official Records as Instrument Number 2017-000378355 |
12. The requirement that this Company be provided with an opportunity to inspect the land. The Company reserves the right to make additional exceptions and/or requirements upon completion of its inspection.
13. The Homeowner's Policy applies only if each insured named in Schedule A is a Natural Person (as Natural Person is defined in said policy). If each insured to be named in Schedule A is not such a Natural Person, contact the Title Department immediately.
14. The effect of instruments, proceedings, liens, decrees or other matters which do not specifically describe said land but which, if any do exist, may affect the title or impose liens or encumbrances thereon. The name search necessary to ascertain the existence of such matters has not been completed and, in order to do so, we require a signed Statement of Identity from or on behalf of Jamie L. Gallian.

OLD REPUBLIC TITLE COMPANY  
**ORDER NO.** 2930005415-61  
Update 2

----- **Informational Notes** -----

A. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 1.1 and 2.1.

B. The above numbered report (including any supplements or amendments thereto) is hereby modified and/or supplemented to reflect the following additional items relating to the issuance of an American Land Title Association loan form policy:

NONE

NOTE: Our investigation has been completed and there is located on said land a condominium known as 4476 Alderport Unit 53, Huntington Beach, CA 92649.

The ALTA loan policy, when issued, will contain the CLTA 100 Endorsement and 116 series Endorsement.

Unless shown elsewhere in the body of this report, there appear of record no transfers or agreements to transfer the land described herein within the last three years prior to the date hereof, except as follows:

NONE

C. All transactions that close on or after March 1, 2015 will include a \$20.00 minimum recording service fee, plus actual charges required by the County Recorder.

**ORDER NO. : 2930005415**

## **EXHIBIT A**

The land referred to is situated in the County of Orange, City of Huntington Beach, State of California, and is described as follows:

**PARCEL 1:**

UNIT 53, IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN AND DEFINED ON THAT CERTAIN CONDOMINIUM PLAN {"THE CONDOMINIUM PLAN"}, RECORDED OCTOBER 18, 1979 IN BOOK 13358 PAGE 1193, ET SEQ., OFFICIAL RECORDS.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHE HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET WITHOUT ANY RIGHT TO ENTER UPON THE SURFACE OR THE SUBSURFACE OF SAID LAND ABOVE A DEPTH OF 500 FEET, AS PROVIDED IN INSTRUMENTS OF RECORD.

**PARCEL 2:**

AN UNDIVIDED 1/80TH INTEREST IN AND TO LOTS 1 AND 2 OF TRACT NO. 10542, IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 456 PAGES 49 AND 50 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY TOGETHER WITH THOSE PORTIONS OF THE COMMON AREA AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN, CONSISTING OF BUILDINGS AND OTHER IMPROVEMENTS.

EXCEPTING THEREFROM CONDOMINIUM UNITS 1 THROUGH 80 INCLUSIVE, LOCATED THEREON.

**PARCEL 3:**

AN EXCLUSIVE EASEMENT FOR THE USE AND OCCUPANCY OF THOSE PORTIONS OF RESTRICTED COMMON AREA AS DEFINED ON THE CONDOMINIUM PLAN FOR ENTRY AND STAIRCASES AND ATTIC SPACE RELATING TO SAID UNIT.

**PARCEL 4:**

NON-EXCLUSIVE EASEMENT AND RIGHT TO USE THOSE PORTIONS OF THE COMMON AREA AS DEFINED ON THE CONDOMINIUM PLAN, EXCEPT RESTRICTED COMMON AREA.

APN: 937-630-53



Jamie Gallian  
Payoff Target  
To: Jamie Gallian  
Check Image

<b>JAMIE LYNN GALLIAN</b> 4476 ALDERPORT DR HUNTINGTON BEACH, CA 92649 (714) 321-3449		<b>082718</b>
		August 27 2018 DATE
PAY TO THE ORDER OF	CIR Law Offices	\$ 2,308.00
Two Thousand Three Hundred Eight Dollars and 00 Cents		
BANK OF AMERICA, N.A. HENRICO, VA 23228		
File#: 3643401 FOR Trust: TTY		<b>SIGNATURE NOT REQUIRED</b> Your depositor has authorized this payment to payee Payee to hold you harmless for payment of this document This document shall be deposited only to the credit of payee
⑆121000358⑆ 32509330827⑈ 082718		

Jamie Gallian  
Sent from my iPhone

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO

HUNT & HENRIQUES  
ATTORNEYS AT LAW  
151 BERNAL RD, STE 8  
SAN JOSE, CA 95119

Recorded in Official Records, Orange County  
Hugh Nguyen, Clerk-Recorder



\* \$ R 0 0 1 0 3 7 4 0 9 5 \$ \*

2018000351111 8:37 am 09/26/18

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SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**TITLE**

ACKNOWLEDGMENT OF SATISFACTION OF JUDGMENT

17  
42  
10/26/18  
15



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, and State Bar number)  
After recording, return to:  
Hunt & Henriques, Attorneys at Law  
Michael S. Hunt #99804 | Janalie Henriques #111589  
151 Bernal Road Suite 8  
San José CA 95119-1306  
TEL NO: 800-680-2426 FAX NO: (optional) 408-362-2299  
E-MAIL ADDRESS (Optional): info@hunthenriques.com  
☒ ATTORNEY FOR ☒ JUDGMENT CREDITOR ☐ ASSIGNEE OF RECORD  
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE  
STREET ADDRESS: 700 Civic Center Drive West, Rm D-110  
MAILING ADDRESS:  
CITY AND ZIP CODE: Santa Ana CA 92701  
BRANCH NAME: Central Justice Center, Civil Division

FOR RECORDER'S OR SECRETARY OF STATE'S USE ONLY

PLAINTIFF: CAPITAL ONE BANK (USA), N.A.	CASE NUMBER:
DEFENDANT: JAMIE L GALLIAN	30-2017-00925831-CL-CL-CJC

<b>ACKNOWLEDGMENT OF SATISFACTION OF JUDGMENT</b> <input checked="" type="checkbox"/> FULL <input type="checkbox"/> PARTIAL <input type="checkbox"/> MATURED INSTALLMENT	FOR COURT USE ONLY
---	--------------------

1. Satisfaction of the judgment is acknowledged as follows:

- a. ☒ Full satisfaction  
(1) ☒ Judgment is satisfied in full.  
(2) ☐ The judgment creditor has accepted payment or performance other than that specified in the judgment in full satisfaction of the judgment.  
b. ☐ Partial satisfaction  
The amount received in partial satisfaction of the judgment is \$  
c. ☐ Matured installment  
All matured installments under the installment judgment have been satisfied as of (date):

2. Full name and address of judgment creditor:\*

Capital One Bank (USA), N.A. % Hunt & Henriques  
151 Bernal Road Suite 8 San José CA 95119-1306

3. Full name and address of assignee of record, if any:

4. Full name and address of judgment debtor being fully or partially released:\*

JAMIE L GALLIAN  
4476 ALDERPORT DR. HUNTINGTON BEACH CA 92649-2288

5. a. Judgment entered on (date): August 15, 2017

b. ☐ Renewal entered on (date):

6. ☒ An ☒ abstract of judgment ☐ certified copy of the judgment has been recorded as follows (complete all information for each county where recorded):

COUNTY  
ORANGE

DATE OF RECORDING  
09/06/2017

INSTRUMENT NUMBER  
2017000378355

7. ☐ A notice of judgment lien has been filed in the office of the Secretary of State as file number (specify):

**NOTICE TO JUDGMENT DEBTOR:** If this is an acknowledgment of full satisfaction of judgment, it will have to be recorded in each county shown in item 6 above, if any, in order to release the judgment lien, and will have to be filed in the office of the Secretary of State to terminate any judgment lien on personal property.

Date:

SEP 12 2018

Donald Sherrill #266038

(SIGNATURE OF JUDGMENT CREDITOR OR ASSIGNEE OF CREDITOR OR ATTORNEY)

\*The names of the judgment creditor and judgment debtor must be stated as shown in any Abstract of Judgment which was recorded and is being released by this satisfaction. \*\* A separate notary acknowledgment must be attached for each signature.

Form Approved for Optional Use  
Judicial Council of California  
EJ-106 (Rev. July 1, 2014)

**ACKNOWLEDGEMENT OF SATISFACTION OF JUDGMENT**



Page 1 of 1  
Code: 21 C.1 Procedure 55 1.4.01C  
124 120 124 250

DD00029B

1208212.001

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not to the truthfulness, accuracy, or validity of that document.

State of California  
County of Santa Clara

On **SEP 12 2018** before me, **Mary Mackenzie**, notary public  
(insert name and title of the officer)

personally appeared Donald Sherrill #266038,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



### Optional Section

- ☒ Acknowledgment of Satisfaction of  
☐ Judgment  
Release of Judgment Lien

Other: \_\_\_\_\_

Case / Reference #: \_\_\_\_\_

Date of Doc: \_\_\_\_\_

## PROOF OF SERVICE

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER, CIVIL DIVISION

Re: Capital One Bank (USA), N.A. v. JAMIE L GALLIAN  
Court Case Number: 30-2017-00925831-CL-CL-CJC

I am a citizen of the United States and employed in the County of Santa Clara, State of California; I am over the age of 18 years and not a party to the within entitled action; my business address is 151 Bernal Road Suite 8, San José, California 95119-1306.

On SEP 13 2018, I served the foregoing documents, described as **ACKNOWLEDGMENT OF SATISFACTION OF JUDGMENT** on the interested parties to said action by the following means:

- X (By Mail) By placing a true copy thereof, enclosed in a sealed envelope with postage thereon fully prepaid, for collection and mailing on that date following ordinary business practices, in the United States Mail at the offices of Hunt & Henriques, California, addressed as shown below. I am readily familiar with this business's practice for collection and processing of correspondence for mailing with the U.S. Postal Service, and in the ordinary course of business correspondence would be deposited with the U.S. Postal Service the same day it was placed for collection and processing.
- \_\_\_\_ (By Mail) By placing a true copy thereof, enclosed in a sealed envelope with postage thereon fully prepaid, in the United States Mail at San José, California, addressed as shown below.
- \_\_\_\_ (By Hand Delivery) By causing a true copy thereof, enclosed in a sealed envelope, to be delivered by hand to the addresses shown below.
- \_\_\_\_ (By Personal Service) By personally delivering a true copy thereof enclosed in a sealed envelope, to the addresses shown below.
- \_\_\_\_ (By Overnight Delivery) By placing a true copy thereof, enclosed in a sealed envelope, with delivery charges prepaid, to be sent by \_\_\_\_\_, addressed as shown below.
- \_\_\_\_ (By Facsimile Transmission) By transmitting a true copy thereof by facsimile transmission from facsimile number (408) 362-2299, to the interested parties to said action; the transmission was reported as complete and without error, and a copy of the transmission report, which was properly issued by the transmitting facsimile machine, is attached hereto and incorporated herein by reference. Said documents were transmitted to the interested parties as shown below at \_\_\_\_\_ a.m. / p.m.

I declare under penalty of perjury that the foregoing is true and correct, and that I am employed in the office of a member of the Bar of this Court at whose direction the service was made.

Executed on SEP 13 2018, in San José, Santa Clara County, California.

  
Amalia Alvarez

### NAME AND ADDRESS OF EACH PERSON SERVED:

JAMIE L GALLIAN  
4476 ALDERPORT DR  
HUNTINGTON BEACH CA 92649-2288





**Shari L. Freidenreich, CPA**  
**Orange County Treasurer - Tax Collector**  
P.O. BOX 1432 • Santa Ana, CA 92702-1432  
626 N. Ross Street, Building 11, Room 656, Santa Ana  
Office Hours: 8:00 AM - 5:00 PM Monday - Friday  
Phone Numbers: (714) 834-5000 FAX (714) 834-5111  
ocgov.com/octabill

## 2018-19 SECURED PROPERTY TAX BILL

For Fiscal Year Beginning July 1, 2018 and Ending June 30, 2019

0000142-0000142 STMT 740701 OCT026  
BWNLBHV \*\*\*\*\*AUTO\*\*ALL FOR AADC 926  
#9376 3053 0020 183#

HOUSER BROS CO  
GALLIAN JAMIE L  
4476 ALDERPORT DR UNIT 53  
HUNTINGTON BEACH CA 92649-2288



TWENTY OF FEBRUARY 2019 PAID ANNUALLY 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12

HOUSER BROS CO

## CORRECTED SECURED TAX BILL

937-630-53

04-007

\$1,888.50

\$1,888.50

\$3,777.00

### PROPERTY INFORMATION

If you sold this property or no longer own it, you can disregard this bill.  
Property taxes are the responsibility of the new owner. Contact the  
Office of the Assessor at (714) 834-2727 regarding ownership changes.

Enrollment date 10/04/16.

ORDER # REVISION 01 DATE 08/30/18 2018 CORRECTION OF  
ASSESSOR ASMT INFO

Corrected Billing

DESCRIPTION	FULL VALUE	COMPUTED TAX
LAND	197,735	
IMPROVEMENTS - BUILDING	121,658	
TOTAL VALUES:	319,393	3,853.78
HOMEOWNER EXEMPTION	-7,000	-76.78
TOTAL NET TAXABLE VALUE:	312,393	3,777

WATCH KEY RATED TAXES AND SPECIAL ASSESSMENTS			
TAX TYPE	RATE	VALUE	TAXES
BASIC LEVY RATE	1.00000	312,393	3,123.93
COAST COMM COLLEGE DIST	.03052	312,393	95.34
OCEAN VIEW SD 2016, SR 2017A	.02404	312,393	75.10
HUNTINGTON BCH UNION HS	.02388	312,393	74.60
HUNTINGTON BEACH EMPLOYEE RETIREME	.01500	312,393	46.86
METRO WATER D-MWDOC	.00350	312,393	10.93
SPECIAL ASSESSMENT CHARGES			
MOSQ, FIRE ANT ASSMT		PHONE NO.	
VECTOR CONTROL CHG		(800)273-5167	4.49
MWD WATER SDBY CHG		(800)273-5167	0.67
OCSD SEWER USER FEE		(866)807-6864	10.08
		(714)593-7281	335.00
TOTAL CHARGED	1.09694		3,777.00

FOR DETAILS OF TAX TYPES, VISIT OUR WEBSITE AT OCGOV.COM/OCTABILL

THERE WILL BE A \$26.00 FEE FOR EACH PAYMENT RETURNED UNPAID BY YOUR BANK FOR ANY REASON  
RETAIN TOP PORTION FOR YOUR RECORDS - IF PAYING BY CHECK, YOUR CANCELLED CHECK IS YOUR RECEIPT OR PAY ONLINE AND RECEIVE AN EMAILED RECEIPT

**BS-INVESTORS - HB GABLES**

c/o Triage Management Inc | 949.250.0700  
1340 Reynolds Ave, Ste 116  
Irvine, CA 92614

**Statement**

Account: ghb - 053 - 053gal

Date: 06/19/17

Payment: \_\_\_\_\_

**Jamie Gallian**  
**4476 Alderport Drive**  
**Huntington Beach, CA 92649**

JUL-SEP 2017 3RD QTR GROUND RENT  
DELINQUENT IF NOT RECEIVED BY JULY 10, 2017

Date	Description	Charges	Payments	Balance
07/01/17	Balance Forward			-2,144.73
	Ground Rent (07/2017)	2,144.73		0.00

The terms of your Condominium Sublease require that your quarterly ground rent payments be kept current to avoid default on your Sublease.

Your account becomes delinquent after the 10<sup>th</sup> day of the first month of the quarter. Delinquent accounts will be subject to a late fee, interest, and if applicable, collection costs and legal fees.

Delinquent accounts will be handled as follows: A SIXTY DAY NOTICE TO PAY OR QUIT will be served at your property and copies sent to all lenders of record. If you are served and fail to pay the amount demanded in the Notice (plus interest, fees and costs) or to vacate and deliver the premises to the person or entity identified in the Notice within sixty (60) days of service of the Notice upon you, our attorney will commence legal proceedings against you to (1) declare a forfeiture of the Sublease; (2) recover possession of the Premises; (3) recover the rent/costs demanded therein, (4) recover damages for each day that you occupy the Premises after the Notice, plus any additional costs or legal fees.

We have included a remittance invoice and return envelope for your convenience. Please make your check payable to:

**BS INVESTORS-GABLES HB**

Thank you  
Triage Management

Current	30 Days	60 Days	90 Days	Amount Due
0.00	0.00	-2,144.73	0.00	0.00

**BS INVESTORS - HB GABLES**

c/o Triage Management Inc | 949.250.0700  
1340 Reynolds Ave, Ste 116  
Irvine, CA 92614

**Statement**

Account: ghb - 053 - 053gal

Date: 09/14/17

Payment: \_\_\_\_\_

**Jamie Gallian**  
**4476 Alderport Drive**  
**Huntington Beach, CA 92649**

4th QTR - Oct-Dec 2017  
DELINQUENT IF NOT RECEIVED BY 10/10/2017

Date	Description	Charges	Payments	Balance
10/01/17	Balance Forward			0.00
	Ground Rent (10/2017)	2,144.73		2,144.73

The terms of your Condominium Sublease require that your quarterly ground rent payments be kept current to avoid default on your Sublease.

Your account becomes delinquent after the 10<sup>th</sup> day of the first month of the quarter. Delinquent accounts will be subject to a late fee, interest, and if applicable, collection costs and legal fees.

Delinquent accounts will be handled as follows: A SIXTY DAY NOTICE TO PAY OR QUIT will be served at your property and copies sent to all lenders of record. If you are served and fail to pay the amount demanded in the Notice (plus interest, fees and costs) or to vacate and deliver the premises to the person or entity identified in the Notice within sixty (60) days of service of the Notice upon you, our attorney will commence legal proceedings against you to (1) declare a forfeiture of the Sublease; (2) recover possession of the Premises; (3) recover the rent/costs demanded therein, (4) recover damages for each day that you occupy the Premises after the Notice, plus any additional costs or legal fees.

We have included a remittance invoice and return envelope for your convenience. Please make your check payable to:

**BS INVESTORS-GABLES HB**

Thank you  
Triage Management

Current	30 Days	60 Days	90 Days	Amount Due
0.00	0.00	0.00	0.00	2,144.73

**BS INVESTORS - HB GABLES**

c/o Triage Management Inc | 949.250.0700  
1340 Reynolds Ave, Ste 116  
Irvine, CA 92614

**Statement**

Account: ghb - 053 - 053gal

Date: 12/18/17

Payment: \_\_\_\_\_

**Jamie Gallian**  
**4476 Alderport Drive**  
**Huntington Beach, CA 92649**

1st QTR Jan-Mar 2018  
Delinquent if not received by January 10, 2018

Date	Description	Charges	Payments	Balance
01/01/18	Balance Forward			0.00
	Ground Rent (01/2018)	2,211.22		2,211.22

1<sup>st</sup> QUARTER 2018 GROUND RENT (\$2,144.73 + \$66.49 CPI INCREASE)  
**TOTAL = \$2,211.22**

**ENCLOSURES:**

- (1) Schedule entitled "Calculation of Rent Increase 1/1/2018" (see reverse side)
- (2) U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index
- (3) Excerpt from First Amendment to Condominium Sublease

The terms of your Condominium Sublease require that your quarterly ground rent payments be kept current to avoid default on your Sublease.

Your account becomes delinquent after the 10<sup>th</sup> day of the first month of the quarter. Delinquent accounts will be subject to a late fee, interest, and if applicable, collection costs and legal fees.

Delinquent accounts will be handled as follows: A SIXTY DAY NOTICE TO PAY OR QUIT will be served at your property and copies sent to all lenders of record. If you are served and fail to pay the amount demanded in the Notice (plus interest, fees and costs) or to vacate and deliver the premises to the person or entity identified in the Notice within sixty (60) days of service of the Notice upon you, our attorney will commence legal proceedings against you to (1) declare a forfeiture of the Sublease; (2) recover possession of the Premises; (3) recover the rent/costs demanded therein, (4) recover damages for each day that you occupy the Premises after the Notice, plus any additional costs or legal fees.

We have included a remittance invoice and return envelope for your convenience. Please make your check payable to:

**BS INVESTORS-GABLES HB**

Thank you and Happy Holidays from  
Triage Management

Current	30 Days	60 Days	90 Days	Amount Due
0.00	0.00	0.00	0.00	2,211.22



# **BS INVESTORS - HB GABLES**

c/o Triage Management Inc | 949.250.0700  
1340 Reynolds Ave, Ste 116  
Irvine, CA 92614

## **Statement**

Account: ghb - 053 - 053gal

Date: 03/15/18

Payment: \_\_\_\_\_

**Jamie Gallian**  
**4476 Alderport Drive**  
**Huntington Beach, CA 92649**

2nd QTR Apr-Jun 2018  
Delinquent if not received by April 10, 2018

Date	Description	Charges	Payments	Balance
	Balance Forward			0.00
04/01/18	Ground Rent (04/2018)	2,211.22		2,211.22

The terms of your Condominium Sublease require that your quarterly ground rent payments be kept current to avoid default on your Sublease.

Your account becomes delinquent after the 10<sup>th</sup> day of the first month of the quarter. Delinquent accounts will be subject to a late fee, interest, and if applicable, collection costs and legal fees.

Delinquent accounts will be handled as follows: A SIXTY DAY NOTICE TO PAY OR QUIT will be served at your property and copies sent to all lenders of record. If you are served and fail to pay the amount demanded in the Notice (plus interest, fees and costs) or to vacate and deliver the premises to the person or entity identified in the Notice within sixty (60) days of service of the Notice upon you, our attorney will commence legal proceedings against you to (1) declare a forfeiture of the Sublease; (2) recover possession of the Premises; (3) recover the rent/costs demanded therein, (4) recover damages for each day that you occupy the Premises after the Notice, plus any additional costs or legal fees.

We have included a remittance invoice and return envelope for your convenience. Please make your check payable to:

**BS INVESTORS-GABLES HB**

Thank you  
Triage Management

Current	30 Days	60 Days	90 Days	Amount Due
0.00	0.00	0.00	0.00	2,211.22



**BS INVESTORS - HB GABLES**

c/o Triage Management Inc | 949.250.0700  
1340 Reynolds Ave, Ste 116  
Irvine, CA 92614

**Statement**

Account: ghb - 053 - 053gal

Date: 06/15/18

Payment: \_\_\_\_\_

**Jamie Gallian**  
**4476 Alderport Drive**  
**Huntington Beach, CA 92649**

Jul-Sep 2018 Quarterly Ground Rent  
Delinquent if not received by July 10, 2018

Date	Description	Charges	Payments	Balance
07/01/18	Balance Forward			-0.78
	Ground Rent (07/2018)	2,211.22		2,210.44

The terms of your Condominium Sublease require that your quarterly ground rent payments be kept current to avoid default on your Sublease.

Your account becomes delinquent after the 10<sup>th</sup> day of the first month of the quarter. Delinquent accounts will be subject to a late fee, interest, and if applicable, collection costs and legal fees.

Delinquent accounts will be handled as follows: A SIXTY DAY NOTICE TO PAY OR QUIT will be served at your property and copies sent to all lenders of record. If you are served and fail to pay the amount demanded in the Notice (plus interest, fees and costs) or to vacate and deliver the premises to the person or entity identified in the Notice within sixty (60) days of service of the Notice upon you, our attorney will commence legal proceedings against you to (1) declare a forfeiture of the Sublease; (2) recover possession of the Premises; (3) recover the rent/costs demanded therein, (4) recover damages for each day that you occupy the Premises after the Notice, plus any additional costs or legal fees.

We have included a remittance invoice and return envelope for your convenience. Please make your check payable to:

**BS INVESTORS-GABLES HB**

Thank you  
Triage Management

Current	30 Days	60 Days	90 Days	Amount Due
0.00	0.00	0.00	0.00	2,210.44

**BS-INVESTORS - HB GABLES**

c/o Triage Management Inc | 949.250.0700  
1340 Reynolds Ave, Ste 116  
Irvine, CA 92614

**Statement**

Account: ghb - 053 - 053gal

Date: 09/15/18

Payment: \_\_\_\_\_

**Jamie Gallian**  
**4476 Alderport Drive**  
**Huntington Beach, CA 92649**

Oct-Dec 2018 Quarterly Ground Rent  
Delinquent if not received by Oct 10, 2018

Date	Description	Charges	Payments	Balance
	Balance Forward			0.00
10/01/18	Ground Rent (10/2018)	2,211.22		2,211.22

The terms of your Condominium Sublease require that your quarterly ground rent payments be kept current to avoid default on your Sublease.

Your account becomes delinquent after the 10<sup>th</sup> day of the first month of the quarter. Delinquent accounts will be subject to a late fee, interest, and if applicable, collection costs and legal fees.

Delinquent accounts will be handled as follows: A SIXTY DAY NOTICE TO PAY OR QUIT will be served at your property and copies sent to all lenders of record. If you are served and fail to pay the amount demanded in the Notice (plus interest, fees and costs) or to vacate and deliver the premises to the person or entity identified in the Notice within sixty (60) days of service of the Notice upon you, our attorney will commence legal proceedings against you to (1) declare a forfeiture of the Sublease; (2) recover possession of the Premises; (3) recover the rent/costs demanded therein, (4) recover damages for each day that you occupy the Premises after the Notice, plus any additional costs or legal fees.

We have included a remittance invoice and return envelope for your convenience. Please make your check payable to:

**BS INVESTORS-GABLES HB**

Thank you  
Triage Management

Current	30 Days	60 Days	90 Days	Amount Due
0.00	0.00	0.00	0.00	2,211.22

**RECORDING REQUESTED BY:**

**Mr. Randy Nickel**  
**4476 Alderport Drive**  
**Huntington Beach, CA 92649**

Recorded in Official Records, Orange County  
Hugh Nguyen, Clerk-Recorder



2018000395579 2:35 pm 10/31/18

227 415 A34 5

0.00 0.00 0.00 0.00 12.00 0.00 0.000.0075.00 3.00

**MAIL TAX STATEMENTS TO:**

**Mr. Randy Nickel**  
**4476 Alderport Drive.**  
**Huntington Beach, CA 92649**

Lease from Present to 2059

**TITLE OF DOCUMENT:     ASSIGNMENT OF CONDOMINIUM SUBLEASE**

**WHEN RECORDED MAIL TO:**

**(Assignee's Name & Address)**

**MR. RANDALL L. NICKEL**

**4476 ALDERPORT DRIVE**

**HUNTINGTON BEACH, CA 92649**

**Mail tax statements to:**

**MR. RANDALL L NICKEL**

**4476 ALDERPORT DRIVE**

**HUNTINGTON BEACH, CA 92649**

---

(Space Above this Line for Recorder's Use)

**ASSIGNMENT OF GROUND LEASE & CONDOMINIUM SUBLEASE**

No Consideration. Term of Lease Less Than 99 years.

**WHEREAS**

**HOUSER BROS. CO., a limited partnership, as Landlord and ROBERT P. WARMINGTON, as Tenant,** entered into that certain GROUND LEASE also known as the MASTER LEASE dated October 19, 1979, a Short Form Memorandum recorded in the Office of the Orange County, California Clerk Recorder in Book 13424, Page 499 inclusive.

**WHEREAS**

**HOUSER BROS. CO., a limited partnership, as Landlord and ROBERT P. WARMINGTON, as Tenant,** entered into a PARTIAL CANCELLATION OF MASTER LEASE dated November 7, 1980 for that certain MASTER LEASE dated October 19, 1979; recorded in the Office of the Orange County, California Clerk Recorder in Book 13424, Pg(s) 1253-1255, **\*\*Instrument No. 8691.**

**WHEREAS**

**HOUSER BROS. CO., a limited partnership, as Landlord and ROBERT P. WARMINGTON, as Tenant,** entered into that certain SUBLEASE dated October 19, 1979, a Short Form Memorandum recorded in the Office of the Orange County, California Clerk Recorder in Book 13424, Page 504, inclusive, with respect to those portions of Lots 1 and 2 of Tract No. 10542 in the City of Huntington Beach, California as shown on Miscellaneous Map(s) recorded in Book 456, Page(s) 49 and 50, in the Office of the Orange County, California Clerk Recorder.

**WHEREAS**

**HOUSER BROS. CO., a limited partnership, as Landlord and ROBERT P. WARMINGTON, as Tenant,** entered into a PARTIAL CANCELLATION OF SUBLEASE dated October 19, 1979; for that certain SUBLEASE dated November 7, 1980, a Short Form Memorandum recorded in the Office of the Orange County, California Clerk Recorder in Book 13824, Pg(s) 1256-1258, with respect to those portions of Lots 1 and 2 of Tract No. 10542 in the City of Huntington Beach, California recorded in Book 456, Page(s) 49 and 50 of Miscellaneous Maps, in the Office of the Orange County, California Clerk Recorder, **\*\*Instrument No. 8692;**

**WHEREAS**

For valuable consideration, receipt of which is hereby acknowledged, the undersigned JAMIEL GALLIAN, hereby transfers and assigns to RANDALL L NICKEL, a married man, as his sole and separate property all right, title and interest of the undersigned, as Tenant, in and under that certain MASTER LEASE/ Ground Lease, dated November 7, 1980, recorded in the Office of the Orange County, California Clerk Recorder in Book 13824, Pg(s) 1259-1273, **\*\*Instrument No. 8693;**



**JAMIE L GALLIAN**, hereby transfers and assigns to **RANDALL L NICKEL, a married man, as his sole and separate property**, all right, title and interest of the undersigned, as Tenant, in and under that certain **CONDOMINIUM SUBLEASE, dated August 1, 1980**, by and between ROBERT P. WARMINGTON, as Landlord, and JOHN F. TURNER AND VIRGINIA H. TURNER, HUSBAND AND WIFE AS JOINT TENANT, recorded on November 7, 1980, Office of the Orange County, California Clerk Recorder in Book 13824, Pg(s) 1274-1290, **\*\*Instrument No. 8694;**

As amended by the **FIRST AMENDMENT TO CONDOMINIUM SUBLEASE** effective January 1, 2003, recorded in the Office of the Orange County, California Clerk Recorder as Document No. 2003-001044770 on August 28, 2003.

**JAMIE L GALLIAN**, hereby transfers and assigns to **RANDALL L NICKEL, a married man, as his sole and separate property** all right, title and interest of the undersigned, as Tenant, in and under that certain **CONVEYANCE OF REMAINDER INTEREST, dated November 7, 1980**, recorded in the Office of the Orange County, California Clerk Recorder in Book 13824, Pg(s) 1291-1293, **\*\*Instrument No. 8695;**

**JAMIE L GALLIAN**, hereby transfers and assigns to **RANDALL L NICKEL, a married man, as his sole and separate property**, all right, title and interest of the undersigned, as Tenant, in and under that certain **CONDOMINIUM SUBLEASE (SHORT FORM - MEMORANDUM AND GRANT DEED, dated November 7, 1980**, recorded in the Office of the Orange County, California Clerk Recorder in Book 13824, Pg(s) 1294-1298, **\*\*Instrument No. 8696.**

DATED: 10/31/18

  
ASSIGNOR JAMIE L GALLIAN

STATE OF CALIFORNIA       )  
  ) ss.

COUNTY OF ORANGE

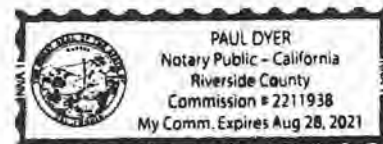
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.


On 10/31/2018, before me, Paul Dyer, Notary Public  
Personally appeared Jamie L Gallian

Who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



  
Signature of Notary Public

(This space for Notary Seal)



**ASSIGNMENT OF CONDOMINIUM SUBLEASE**

**ACCEPTANCE AND AGREEMENT**

The undersigned Assignee named in the foregoing Assignment hereby Accepts said Assignment and hereby agrees with for the benefit of the Master Lessor, Sublessor/Landlord, Tenant and under the Original Condominium Sublease commonly referred to throughout this document as "Condominium Sublease", described in said Assignment, to keep, perform and be bound by all the terms, covenants and conditions contained in said Condominium Sublease and as amended by the First Amendment to Condominium Sublease on the part of the Master Lessor, Sublessor/Landlord and Condominium Sublease Tenant therein to be kept and performed, to all intents and purposes as though the undersigned Assignee was the Original Condominium Sublease Tenant there under.

Assignee agrees to pay Sublessor/Landlord a late fee equal to 6% of any rent or other payment due under the Condominium Sublease, which is not received by Sublessor/Landlord within ten (10) days of its due date. Said late fee is in addition to the interest due on unpaid installment indebtedness of 10% as provided in Article 17(A) of the Condominium Sublease. The undersigned Assignee agrees to pay attorneys fees and costs incurred by Landlord to collect rent or other payment under the Condominium Sublease or to otherwise enforce Sublessor/Landlord rights under the Condominium Sublease.

DATED: 10.31.18

Randall L. Nickel  
ASSIGNEE RANDALL L. NICKEL

STATE OF CALIFORNIA       )  
  ) ss.

**COUNTY OF ORANGE**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On 10/31/2018 before me, Paul Dyer, Notary Public,  
Personally appeared Randall L. Nickel,

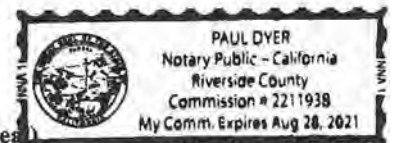
Who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public

(This space for Notary Seal)



### **EXHIBIT A (LEGAL)**

The estate or interest in the land described:

A Ground leasehold and Condominium Sublease hold estate as to Parcels 1 and 2, said estate being more particularly described as the Lessees' interest under that certain Ground Lease set forth in subparagraph (A) herein below:

- (A) That certain Ground Lease dated August 1, 1980, executed by Houser Bros. Co, A Limited Partnership organized under the Laws of the State of California, in which Clifford C. Houser and Vernon F. Houser constitute the sole General Partners, as Landlord, and by Robert P. Warmington, as Tenant, for the term ending December 31, 2059. Upon the Terms, Covenants and Conditions therein contained, recorded as follows in Official Records of said Orange County: **Book 13824 Page 1259-1273**  
**APN: 937-63-053, Unit 53.**
- (B) That certain Condominium Sublease dated August 1, 1980, executed by Robert P. Warmington, as Sub-lessor and John F. Turner and Virginia H. Turner (Original Sublessee) for the term ending December 31, 2059. Upon the Terms, Covenants and Conditions therein contained, recorded as follows in Official Records of said Orange County: **Book 13824 Page 1274-1290**  
**APN: 937-63-053, Unit 53.**

All that certain land interest situated in the State of California, County of Orange and is described as follows:

Parcel 1:

Unit 53 as shown and defined on a Condominium Plan (the "Condominium Plan") recorded in Book 13358 Page(s) 1193, et seq., Official Records of Orange County, California, excepting that portion consisting of buildings and other improvements;

Parcel 2:

An undivided one-eightieth (1/80th) interest as Tenants in Common in the Common Area of Lots 1 and 2 Tract No. 10542, in the City of Huntington Beach, County of Orange, State of California as shown on a map recorded in Book 456, Page(s) 49 and 50 of Miscellaneous Map, records of Orange County, California, as shown on the Condominium Plan, excepting that portion consisting of buildings and other improvements.

Except there from all minerals, oil, gas and other hydrocarbon substances lying below a depth of 500 feet below the surface of said Land without the right of surface entry above the depth of 500 feet from the surface, as reserved in deeds of record.

Parcel 3:

Those portions of Unit 53, building 14, inclusive, as shown and defined on the Condominium Plan, Consisting of buildings and other improvements.

Parcel 4:

An undivided one-eightieth (1/80th) interest as Tenants in Common, in and to those portions of the Common Area as shown and defined on the Condominium Plan, consisting of buildings or other improvements.

Parcel 5:

An easement for the exclusive use and occupancy of those portions of the restricted Common Area, as defined on said Condominium Plan for ground level entry, courtyard entry, staircases, garages, and attic space relating to said units.

Parcel 6:

A non-exclusive easement and right to use the Common Area as defined on said Condominium Plan, except the restricted Common Area(s).





**Orange Coast Title Company of Southern California -  
Inland Empire Division**  
1845 Business Center Drive, Suite 218  
San Bernardino, CA 92408  
909-825-8800

Order No. 210-2010875-15

**PRELIMINARY REPORT**

Mellor Law Firm  
6800 Indiana Ave Suite 222  
Riverside, CA 92506

Attention: Judy Taylor  
Property address: 4476 Alderport, #53, Huntington Beach, CA 92649  
Dated: June 5, 2019  
Your no.: 4476  
Order no.: 210-2010875-15

In response to the above referenced application for a policy of title insurance, **Orange Coast Title Company of Southern California - Inland Empire Division** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit B attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit B. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit B of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters, which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of May 22, 2019 at 7:30 AM

A handwritten signature in blue ink, appearing to read 'Greg Gullotta'.

Greg Gullotta, Title Officer  
Ph: 909-825-8800  
Email: unit15@octitle.com

Order No. 210-2010875-15

The form of policy of title insurance contemplated by this report is:

A.L.T.A Homeowner's Policy (2/03/10) and A.L.T.A. Loan Policy (06-17-06)

The Policy of Title Insurance, if issued, will be underwritten by: Real Advantage Title Insurance Company, a subsidiary of Orange Coast Title Company. See attached disclosure.

NOTE: The premium for a policy of Title Insurance, if issued, will be based on:

A liability of TBD Subject to any filed rate increases and/or changes in the liability.

#### **Schedule "A"**

The estate or interest in the land hereinafter described or referred to covered by this report is:

A Condominium Leasehold Estate as created by that certain lease, upon and subject to the terms, covenants and provisions therein provided, recorded November 7, 1980 in Book 13824 Page 1274, Official Records.

Dated: August 1, 1980

Term: years ending December 31, 2059.

Lessor: Robert P. Warmington, an individual

Lessee: John F. Turner and Virginia H. Turner, husband and wife as joint tenants

An Assignment of said Condominium Sublease was recorded October 31, 2018 as Instrument No. 2018-0395579 Official Records

Title to said estate or interest at the date hereof is vested in:

Randall L. Nickel, a married man, as his sole and separate property

The land referred to in this report is situated in the City of Huntington Beach, the County of Orange, State of California, and is described as follows:

A Condominium Leasehold Estate as created by that certain lease, upon and subject to the terms, covenants and provisions therein provided, recorded November 7, 1980 in Book 13824 Page 1274, Official Records.

Dated: August 1, 1980

Term: years ending December 31, 2059.

Lessor: Robert P. Warmington, an individual

Lessee: John F. Turner and Virginia H. Turner, husband and wife as joint tenants

An Assignment of said Condominium Sublease was recorded October 31, 2018 as Instrument No. 2018-0395579 Official Records.

Parcel 1:

Unit 53 as shown and defined on a Condominium Plan (the "Condominium Plan") recorded in Book 13358 Page(s) 1193, et seq., Official Records of Orange County, California, excepting that portion consisting of buildings and other improvements;

Parcel 2:

An undivided one-eightieth (1/80th) interest as tenants in common in the common area of Lots 1 and 2 Tract No. 10542, in the City of Huntington Beach, County of Orange, State of California as shown on a Map recorded in Book 456, Page(s) 49 and 50 of Miscellaneous Maps, Records of Orange County, California, as shown on the Condominium Plan, excepting that portion consisting of buildings and other improvements.

Except there from all minerals, oil, gas and other hydrocarbon substances lying below a depth of 500 feet below the surface of said land without the right of surface entry above the depth of 500 feet from the surface, as reserved in Deeds of Record.

Order No. 210-2010875-15

Parcel 3:

Those portions of Unit 53, Building 14, inclusive, as shown and defined on the Condominium Plan, consisting of buildings and other improvements.

Parcel 4:

An undivided one-eightieth (1/80th) interest as Tenants in Common, in and to those portions of the Common Area as shown and defined on the Condominium Plan, consisting of buildings or other improvements.

Parcel 5:

An easement for the exclusive use and occupancy of those portions of the restricted Common Area, as defined on said Condominium Plan for ground level entry, courtyard entry, staircases, garages, and attic space relating to said units.

Parcel 6:

A non-exclusive easement and right to use the Common Area as defined on said Condominium Plan, except the restricted Common Area(s).

Assessor's Parcel Numbers(s): 937-630-53



Order No. 210-2010875-15

### Schedule "B"

At the date hereof exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy form would be as follows:

- 1 General and Special taxes for the fiscal year 2019-2020, including any assessments collected with taxes. A lien not yet payable.

First installment due and payable 11/01/2019, delinquent if not paid by 12/10/2019  
Second installment due and payable 02/01/2020, delinquent if not paid by 04/10/2020

- 2 General and Special taxes for the fiscal year 2018-2019, including any assessments collected with current taxes.

Total amount	\$3,777.01
1st installment	\$1,888.51, paid with penalty
Penalty	\$188.85 (after 12/10/2018)
2nd installment	\$1,888.50, paid
Penalty	\$211.85 (after 4/10/2019)
Code area	04-007 - City of Huntington Beach
Parcel No.	937-630-53
Exemption	\$not shown

NOTE: Taxes above mentioned have all been paid and are reported for proration purposes only.

- 3 Supplemental taxes including special assessments and/or personal property taxes if any, for the fiscal year 2018 - 2019.

Total amount	0.00
1st installment:	0.00 No tax due
2nd installment:	0.00 No tax due
Parcel no.	937-630-53.0100
- 4 The Lien of future supplemental taxes, if any, assessed pursuant to the provisions of section 75, et seq of the revenue and taxation code of the State of California
- 5 Easements for ingress and egress, parking, pipeline, drainage, sanitary sewers, public utilities, slopes and rights incidental thereto, as disclosed by instruments of record and the map of said tract, affecting only the common area shown in that certain condominium plan recorded 10/18/1979, in Book 13358 Page 1193, of Official Records.
- 6 Matters in an instrument which among other things may contain or make provisions for assessments and liens and the subordination thereof; provisions relating to partition; restrictions on severability of component interests; provisions for certain easements and/or encroachments; and containing covenants, conditions and restrictions which provide that a violation thereof shall not defeat or render invalid the lien of any mortgage or Deed of Trust in good faith and for value, recorded 5/28/1980, in Book 13618 Page 982, Official Records, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under chapter 42, section 3604 of the United States code or (b) relates to handicap but does not discriminate against handicapped persons.

"NOTE: section 12955 of the government code provide the following: if this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12955 of the government code. Lawful restriction under state and federal law on the age of occupants in senior housing for older persons shall not be construed as restriction based on familial status."

Notwithstanding the mortgagee protection clause contained in the above mentioned covenants, conditions and restrictions, they provide that the liens and charges for upkeep and maintenance are subordinate only to a first mortgage.

Said instrument may provide for levying regular as well as special assessments.

An instrument declaring a modification thereof was recorded 8/5/1980, in Book 13690 Page 1091, Official Records

Order No. 210-2010875-15

- 7 Any assessments due the current managing Association(s),
- 8 A Lease of said land upon the terms, covenants and provisions therein provided  
Recorded: 10/24/1980, in Book 13803 Page 640 , Official Records.  
Dated: 8/1/1980  
Term: As provided therein years from 12/31/2059  
Lessor: Houser Bros. co, a Limited Partnership  
Lessee: Robert P. Warrington
- The present ownership of said Leasehold and other matters affecting the interest of the Lessee are not shown herein.
- 9 Any facts, rights, interest or claims which are not shown by the public records but which could be ascertained by making inquiry of the lessor(s) in the lease or leases described or referred to herein.
- 10 The effect of any failure to comply with the terms, covenants and provisions of the lease or leases described or referred to herein.
- 11 The requirement that The Huntington Beach Gables Homeowners Association consent to any document transferring or encumbering the estate described herein.
- 12 "NOTE: Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact your title officer immediately for further review".
- 13 A claim of lien pursuant to the terms and provisions of the declaration of covenants, conditions and restrictions affecting said land  
Recorded: 12/17/2018 as Instrument No. 2018-469842, Official Records.  
Claimant: The Huntington Beach Gables Homeowners Association  
Amount: \$525.00
- 14 NOTE: It may be necessary for the spouse of Randall L. Nickel , to join in the execution of any instrument required to convey or encumber said land.

**End of Schedule B**

Order No. 210-2010875-15

**NOTE NO. 2**

California Revenue and Taxation Code Section 18662, effective January 1, 1994 and by amendment effective January 1, 2003, provides that the buyer in all sales of California Real Estate may be required to withhold 3 and 1/3% of the total sales price as California State Income Tax, subject to the various provisions of the law as therein contained.

**NOTE NO. 3 PAYOFF INFORMATION:**

Note: this company does require current beneficiary demands prior to closing.

If the demand is expired and a correct demand cannot be obtained, our requirements will be as follows:

- A. If this company accepts a verbal update on the demand, we may hold an amount equal to one monthly mortgage payment. The amount of this hold will be over and above the verbal hold the lender may have stipulated.
- B. If this company cannot obtain a verbal update on the demand, will either pay off the expired demand or wait for the amended demand, at the discretion of the escrow.
- C. In the event that a payoff is being made to a servicing agent for the beneficiary, this company will require a complete copy of the servicing agreement prior to close.

**NOTE NO. 4**

If this company is requested to disburse funds in connection with this transaction, chapter 598, statutes of 1989 mandates hold periods for checks deposited to escrow or sub-escrow accounts. The mandatory hold is one business day after the day deposited. Other checks require a hold period from three to seven business days after the day deposited.

**Notice Regarding Your Deposit of Funds**

California Insurance Code Sections 12413 *et. Seq.* Regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow and sub-escrow accounts and be available for withdrawal prior to disbursement. Funds deposited with the Company by wire transfer may be disbursed upon receipt. Funds deposited with the Company via cashier's checks drawn on a California based bank may be disbursed the next business day after the day of deposit. If funds are deposited with by other methods, recording or disbursement may be delayed. All escrow and sub-escrow funds received by the Company will be deposited with other funds in one or more non-interest bearing escrow accounts of the Company in a financial institution selected by the Company. The Company and/or its parent company may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with the financial institution, and the Company shall have no obligation to account to the depositing party in any manner for the value of, or to pay such party, any benefit received by the Company and/or its parent Company. Those benefits may include, without limitation, credits allowed by such financial institution on loans to the Company and/or its parent company and earnings on investments made on the proceeds of such loans, accounting, reporting and other services and products of such financial institution. Such benefits shall be deemed additional compensation of the Company for its services in connection with the escrow or sub-escrow.

Order No. 210-2010875-15

**"NOTES AND REQUIREMENTS SECTION"**

ORANGE COAST TITLE COMPANY  
OF SOUTHERN CALIFORNIA

**NOTE NO. 1**

**AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT NOTICE**

This is to give you notice that Orange Coast Title Company is a shareholder in Orange Coast Title Company of Southern California and Orange Coast Title Company owns an interest in Real Advantage Title Insurance Company. This underwriter may be chosen by Orange Coast Title Company of Southern California and this referral may provide Orange Coast Title Company a financial or other benefit.

You are NOT required to use the listed provider as a condition for settlement of your loan or purchase, sale or refinance of the subject property and you have the opportunity to select any of the Orange Coast Title Company of Southern California title insurance underwriters for your transaction. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES

Notes section continued on next page...

Order No. 210-2010875-15



**Orange Coast Title Company of Southern California -  
Inland Empire Division**

1845 Business Center Drive, Suite 218  
San Bernardino, CA 92408  
909-825-8800

**Attention:  
Borrower:**

**Lenders supplemental report**

The above numbered report (including any supplements or amendments thereto) is hereby modified and/or supplemented in order to reflect the following additional items relating to the issuance of an American Land Title Association loan policy form as follows:

- A. This report is preparatory to this issuance of an American Land Title Association loan policy of title insurance. This report discloses nothing, which would preclude the issuance of said American land title association loan policy of title insurance with endorsement no. 100 attached thereto.
- B. The improvements on said land are designated as:  
  
A condominium  
  
4476 Alderport, #53, in the City of Huntington Beach, County of Orange, State of California.
- C. Our search of the public records revealed conveyance(s) affecting said land recorded within 24 months of the date of this report are as follows:  
  
None.

Page 8



Order No. 210-2010875-15

### **Attention**

Please note that this preliminary report now has an extra copy of the legal description on a separate sheet of paper. There are no markings on the page. The idea is to provide you with a legal description that can be attached to other documents as needed. That legal description page immediately follows this page.

Thank you for your support of **Orange Coast Title Company of Southern California - Inland Empire Division**. We hope that this makes your job a little easier.

Order No. 210-2010875-15

**Exhibit "A"**

A Condominium Leasehold Estate as created by that certain lease, upon and subject to the terms, covenants and provisions therein provided, recorded November 7, 1980 in Book 13824 Page 1274, Official Records.

Dated: August 1, 1980

Term: years ending December 31, 2059.

Lessor: Robert P. Warmington, an individual

Lessee: John F. Turner and Virginia H. Turner, husband and wife as joint tenants

An Assignment of said Condominium Sublease was recorded October 31, 2018 as Instrument No. 2018-0395579 Official Records.

**Parcel 1:**

Unit 53 as shown and defined on a Condominium Plan (the "Condominium Plan") recorded in Book 13358 Page(s) 1193, et seq., Official Records of Orange County, California, excepting that portion consisting of buildings and other improvements;

**Parcel 2:**

An undivided one-eightieth (1/80th) interest as tenants in common in the common area of Lots 1 and 2 Tract No. 10542, in the City of Huntington Beach, County of Orange, State of California as shown on a Map recorded in Book 456, Page(s) 49 and 50 of Miscellaneous Maps, Records of Orange County, California, as shown on the Condominium Plan, excepting that portion consisting of buildings and other improvements.

Except there from all minerals, oil, gas and other hydrocarbon substances lying below a depth of 500 feet below the surface of said land without the right of surface entry above the depth of 500 feet from the surface, as reserved in Deeds of Record.

**Parcel 3:**

Those portions of Unit 53, Building 14, inclusive, as shown and defined on the Condominium Plan, consisting of buildings and other improvements.

**Parcel 4:**

An undivided one-eightieth (1/80th) interest as Tenants in Common, in and to those portions of the Common Area as shown and defined on the Condominium Plan, consisting of buildings or other improvements.

**Parcel 5:**

An easement for the exclusive use and occupancy of those portions of the restricted Common Area, as defined on said Condominium Plan for ground level entry, courtyard entry, staircases, garages, and attic space relating to said units.

**Parcel 6:**

A non-exclusive easement and right to use the Common Area as defined on said Condominium Plan, except the restricted Common Area(s).



In re:

Jamie Lynn Gallian

Debtor

Case No. 21-11710-ES

Chapter 7

## CERTIFICATE OF NOTICE

District/off: 0973-8

User: admin

Page 1 of 2

Date Rcvd: Jul 09, 2021

Form ID: 309A

Total Noticed: 41

The following symbols are used throughout this certificate:

**Symbol** **Definition**

+ Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jul 11, 2021:

Recip ID	Recipient Name and Address
db	+ Jamie Lynn Gallian, 16222 Monterey Ln SP #376, Huntington Beach, CA 92649-2258
40861531	+ David R. Flyer, 4120 Birch St. Ste. 101., Newport Beach, CA 92660-2228
40861532	+ Feldsott & Lee, 23161 Mill Creek Drive Ste 300, Laguna Hills, CA 92653-7907
40861533	+ Frank Satalino, 19 Velarde Ct., Rancho Santa Margarita, CA 92688-8502
40861535	+ Gordon Rees Scully & Mansukhani, 633 W 5th Street, 52nd Floor, Los Angeles, CA 90071-2005
40861534	+ Gordon Rees Scully & Mansukhani, 5 Park Plaza Ste. 1100, Irvine, CA 92614-8502
40861536	+ Houser Bros. Co., DBA Rancho Del Rey Estates, 16222 Monterey Ln, Huntington Beach CA 92649-6214
40861537	+ Houser Bros. Co.dba Rancho Del Rey Mobile Home Estates, 17610 Beach Blvd Ste. 32, Huntington Beach, CA 92647-6876
40861538	+ Huntington Harbor Village, 16400 Saybrook, Huntington Beach, CA 92649-2277
40861540	+ J-pad, LLC, 2702 N Gaff Street, Orange, CA 92865-2417
40861541	+ James H Cosello, Casello & Lincoln., 525 N Cabrillo Park Dr. Ste 104, Santa Ana, CA 92701-5017
40861530	+ Jamie Lynn Gallian, 16222 Monterey Ln #376, Huntington Beach, CA 92649-2258
40861543	+ Janine Jasso, P.O. Box 370161, El Paso, TX 79937-0161
40861542	+ Janine Jasso, c/o Gordon Rees Scully & Mansukhani, 633 W 5th Street, 52nd Floor, Los Angeles, CA 90071-2005
40861544	+ Jennifer Ann Paulin, c/o Gordon Rees Scully & Mansukhani, 633 W 5th Street, 52nd Floor, Los Angeles, CA 90071-2005
40861545	+ Kia Motors Finance, PO Box 20815, Fountain Valley, CA 92728-0815
40861546	+ Lee S. Gragnano, c/o Gordon Rees Scully & Mansukhani, 633 W 5th Street, 52nd Floor, Los Angeles, CA 90071-2005
40861547	+ Linda Jean "Lindy" Beck, c/o Gordon Rees Scully & Mansukhani, 633 W 5th Street, 52nd Floor, Los Angeles, CA 90071-2005
40861548	+ Lisa T. Ryan, 20949 Lassen St. Apt 208, Chatsworth, CA 91311-4239
40861549	+ Lori Ann Burrett, c/o Gordon Rees Scully & Mansukhani, 633 W 5th Street, 52nd Floor, Los Angeles, CA 90071-2005
40861550	Mark A.Mellor Mellor Law Firm, c/o Randall Nickell, 6800 Indiana Ave., Riverside, CA 92506-4267
40861552	Michael S. Devereux, Wex Law, 9171 Wilshire Blvd. Ste. 500, Beverly Hills, CA 90210-5536
40861553	+ Nationwide Reconveyance, LLC, c/o Feldsott & Lee, 23161 Mill Creek Drive Ste 300, Laguna Hills, CA 92653-7908
40861554	Orange County Tax Assessor, P.O. Box 149, Santa Ana, CA 92701
40861555	+ Patricia Ryan, 20949 Lassen St. Apt 208, Chatsworth, CA 91311-4239
40861557	+ People of the St of CA, 8141 13th Street, Westminster, CA 92683-4576
40861558	+ Randall Nickel, 11619 Inwood Drive., Riverside, CA 92503-5000
40861556	+ Raquel Flyer-Dashner, 4120 Birch St. Ste. 101., Newport Beach, CA 92660-2228
40861560	+ Stanley Feldsott: Esq, Feldsott & Lee, 23161 Mill Creek Drive, Laguna Hills, CA 92653-7907
40861561	+ Steven A. Fink, 13 Corporate Plaza Ste. 150, Newport Beach, CA 92660-7919
40861559	+ Superior Default Services Inc, c/o Feldsott & Lee, 23161 Mill Creek Drive Ste 300, Laguna Hills, CA 92653-7908
40861563	+ The Huntington Beach Gables, Homeowners Association, c/o Epsten Grinnell & Howell APC, 10200 Willow Creek Road, Ste 100, San Diego, CA 92131-1669
40861562	The Huntington Beach Gables, Homeowners Association, c/o Epsten Grinnell & Howell., APC 10200 Willow Creek Road., Ste 100 San Diego, CA 92131
40861564	+ Theodore R "Ted" Phillips, c/o Gordon Rees Scully & Mansukhani, 633 W 5th Street, 52nd Floor, Los Angeles, CA 90071-2005
40861565	United Airlines, P.O. Box 0675, Carol Stream, 60132-0675
40861567	+ Vivienne J Alston, Alston, Alston & Diebold, 27201 Puerta Real Ste 300, Mission Viejo, CA 92691-8590

TOTAL: 36

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
tr	EDI: FIJGOLDEN.COM	Jul 10 2021 03:38:00	Jeffrey I Golden (TR), Weiland Golden Goodrich LLP, P.O. Box 2470, Costa Mesa, CA 92628-2470
smg	EDI: EDD.COM	Jul 10 2021 03:38:00	Employment Development Dept., Bankruptcy

District/off: 0973-8  
Date Rcvd: Jul 09, 2021

User: admin  
Form ID: 309A

Page 2 of 2  
Total Noticed: 41

smg	EDI: CALTAX.COM	Jul 10 2021 03:38:00	Group MIC 92E, P.O. Box 826880, Sacramento, CA 94280-0001
40861539	EDI: IRS.COM	Jul 10 2021 03:38:00	Franchise Tax Board, Bankruptcy Section MS: A-340, P.O. Box 2952, Sacramento, CA 95812-2952
40861566	EDI: USBANKARS.COM	Jul 10 2021 03:38:00	Internal Revenue Service, PO Box 7346, Philadelphia, 19101-7346
		Jul 10 2021 03:38:00	US Bank NA, PO Box 64799, Saint Paul, MN 55164

TOTAL: 5

### BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

Recip ID	Bypass Reason	Name and Address
40861568	4	
40861551		Michael Chulak-tunknow), Mchulak@MTcLaw.com

TOTAL: 2 Undeliverable, 0 Duplicate, 0 Out of date forwarding address

### NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jul 11, 2021

Signature: /s/Joseph Speetjens



Information to identify the case:		
Debtor 1	<b>Jamie Lynn Gallian</b>	Social Security number or ITIN <b>xxx-xx-3936</b>
	First Name Middle Name Last Name	EIN _____
Debtor 2		Social Security number or ITIN _____
(Spouse, if filing)	First Name Middle Name Last Name	EIN _____
United States Bankruptcy Court <b>Central District of California</b>		Date case filed for chapter <b>7 7/9/21</b>
Case number: <b>8:21-bk-11710-ES</b>		

**Official Form 309A (For Individuals or Joint Debtors)**

**Notice of Chapter 7 Bankruptcy Case — No Proof of Claim Deadline**

10/20

For the debtors listed above, a case has been filed under chapter 7 of the Bankruptcy Code. An order for relief has been entered.

This notice has important information about the case for creditors, debtors, and trustees, including information about the meeting of creditors and deadlines. Read all pages carefully.

The filing of the case imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the debtors or the debtors' property. For example, while the stay is in effect, creditors cannot sue, garnish wages, assert a deficiency, repossess property, or otherwise try to collect from the debtors. Creditors cannot demand repayment from debtors by mail, phone, or otherwise. Creditors who violate the stay can be required to pay actual and punitive damages and attorney's fees. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although debtors can ask the court to extend or impose a stay.

The debtors are seeking a discharge. Creditors who assert that the debtors are not entitled to a discharge of any debts or who want to have a particular debt excepted from discharge may be required to file a complaint in the bankruptcy clerk's office within the deadlines specified in this notice. (See line 9 for more information.)

To protect your rights, consult an attorney. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below or through PACER (Public Access to Court Electronic Records at <https://pacer.uscourts.gov>).

**The staff of the bankruptcy clerk's office cannot give legal advice.**

To help creditors correctly identify debtors, debtors submit full Social Security or Individual Taxpayer Identification Numbers, which may appear on a version of this notice. However, the full numbers must not appear on any document filed with the court.

Do not file this notice with any proof of claim or other filing in the case. Do not include more than the last four digits of a Social Security or Individual Taxpayer Identification Number in any document, including attachments, that you file with the court.

	About Debtor 1:	About Debtor 2:
1. Debtor's full name	Jamie Lynn Gallian	
2. All other names used in the last 8 years	aka Jamie L. Gallian	
3. Address	16222 Monterey Ln SP #376 Huntington Beach, CA 92649	
4. Debtor's attorney Name and address	Jamie Lynn Gallian 16222 Monterey Ln SP #376 Huntington Beach, CA 92649	Contact phone 714-321-3449 Email _____
5. Bankruptcy trustee Name and address	Jeffrey I Golden (TR) Welland Golden Goodrich LLP P.O. Box 2470 Costa Mesa, CA 92628-2470	Contact phone (714) 966-1000 Email _____

5/

For more information, see pages 2 and 3 >

**Debtor Jamie Lynn Gallian**

Case number 8:21-bk-11710-ES

<b>6. Bankruptcy clerk's office</b>	411 West Fourth Street, Suite 2030, Santa Ana, CA 92701-4593	Hours Open: 9:00 AM – 4:00 PM  Contact phone 855-460-9641  Dated: 7/9/21
Documents in this case may be filed at this address. You may inspect all records filed in this case at this office or online at <a href="https://pacer.uscourts.gov">https://pacer.uscourts.gov</a> .		
<b>7. Meeting of creditors</b>	<b>August 18, 2021 at 09:00 AM</b>	<b>Location:</b>
Debtors must attend the meeting to be questioned under oath by the trustee and by creditors. In a joint case, both spouses must attend. Creditors may attend, but are not required to do so.	The meeting may be continued or adjourned to a later date. If so, the date will be on the court docket.  The trustee is designated to preside at the meeting of creditors. The case is covered by the chapter 7 blanket bond on file with the court.	<b>TELEPHONIC MEETING, FOR INSTRUCTIONS, CONTACT THE TRUSTEE</b>
<b>8. Presumption of abuse</b>	The presumption of abuse does not arise.	
If the presumption of abuse arises, you may have the right to file a motion to dismiss the case under 11 U.S.C. § 707(b). Debtors may rebut the presumption by showing special circumstances.		
<b>9. Deadlines</b>	<b>File by the deadline to object to discharge or to challenge whether certain debts are dischargeable:</b>  <b>You must file a complaint:</b> <ul style="list-style-type: none"><li>• if you assert that the debtor is not entitled to receive a discharge of any debts under any of the subdivisions of 11 U.S.C. § 727(a)(2) through (7), or</li><li>• if you want to have a debt excepted from discharge under 11 U.S.C § 523(a)(2), (4), or (6).</li></ul> <b>You must file a motion:</b> <ul style="list-style-type: none"><li>• if you assert that the discharge should be denied under § 727(a)(8) or (9).</li></ul>	<b>Filing deadline: 10/18/21</b>
The bankruptcy clerk's office must receive these documents and any required filing fee by the following deadlines.		
	<b>Deadline to object to exemptions:</b> The law permits debtors to keep certain property as exempt. If you believe that the law does not authorize an exemption claimed, you may file an objection.	<b>Filing deadline:</b> 30 days after the conclusion of the meeting of creditors
<b>10. Proof of claim</b>	No property appears to be available to pay creditors. Therefore, please do not file a proof of claim now. If it later appears that assets are available to pay creditors, the clerk will send you another notice telling you that you may file a proof of claim and stating the deadline.	
Please do not file a proof of claim unless you receive a notice to do so.		
<b>11. Creditors with a foreign address</b>	If you are a creditor receiving a notice mailed to a foreign address, you may file a motion asking the court to extend the deadlines in this notice. Consult an attorney familiar with United States bankruptcy law if you have any questions about your rights in this case.	
<b>12. Exempt property</b>	The law allows debtors to keep certain property as exempt. Fully exempt property will not be sold and distributed to creditors. Debtors must file a list of property claimed as exempt. You may inspect that list at the bankruptcy clerk's office or online at <a href="https://pacer.uscourts.gov">https://pacer.uscourts.gov</a> . If you believe that the law does not authorize an exemption that the debtors claim, you may file an objection. The bankruptcy clerk's office must receive the objection by the deadline to object to exemptions in line 9.	

Debtor **Jamie Lynn Gallian**

Case number **8:21-bk-11710-ES**

<b>13. Proof of Debtor Identification (ID) and Proof of Social Security Number(SSN)</b>	The U.S. Trustee requires that individual debtors must provide to the trustee at the meeting of creditors an original picture ID and proof of SSN. Failure to do so may result in the U.S. Trustee bringing a motion to dismiss the case. Permissible forms of ID include a valid state driver's license, government or state-issued picture ID, student ID, military ID, U.S. Passport or legal resident alien card. Proof of SSN includes Social Security Card, current W-2 form, pay stub, payment advice, IRS Form 1099, Social Security Administration Report, or other official document which indicates name and SSN.
<b>14. Failure to File a Statement and/or Schedule(s)</b>	<p><b>IF THE DEBTOR HAS NOT FILED A STATEMENT AND/OR SCHEDULE(S) AND/OR OTHER REQUIRED DOCUMENTS</b>, the debtor must do so, or obtain an extension of time to do so, within 14 days of the petition filing date. Failure to comply with this requirement, or failure to appear at the initial section 341(a) meeting of creditors and any continuance, may result in dismissal of the case, unless leave of court is first obtained. If the debtor's case has not already been dismissed, AND DEBTOR FAILS TO DO ONE OF THE FOLLOWING WITHIN 45 DAYS AFTER THE PETITION DATE, subject to the provisions of Bankruptcy Code section 521(i)(4), the court WILL dismiss the case effective on the 46th day after the petition date without further notice: (1) file all documents required by Bankruptcy Code section 521(a)(1); or (2) file and serve a motion for an order extending the time to file the documents required by this section.</p> <p><b>SI EL DEUDOR NO HA PRESENTADO UNA DECLARACIÓN Y/O LISTA(S) DE ACREEDORES Y/U OTROS DOCUMENTOS REQUERIDOS</b>, tendrá que hacerlo dentro de un plazo de 14 días a partir de la fecha de presentación de la petición o tendrá que obtener una extensión del plazo para hacerlo. Si no cumple usted este requisito, o si no comparece a la junta 341(a) inicial de acreedores o a cualquier aplazamiento, esto resultará en que se declare sin lugar el caso, a menos de que obtenga un permiso del tribunal. Si no se ha declarado sin lugar el caso del acreedor. Y EL ACREEDOR NO HACE UNA DE LAS SIGUIENTES COSAS DENTRO DE UN PLAZO DE 45 DÍAS A PARTIR DE LA FECHA DE LA PETICIÓN, de acuerdo con lo dispuesto en la sección 521(i)(4) del Código de Quiebras, el juez DECLARARÁ el caso sin lugar a partir de el 46o día después de la fecha de presentación de petición sin más notificación: (1) registrar en actas todos los documentos que requiere la sección 521(a)(1) del Código de Quiebras; o (2) registrar y hacer entrega formal de una moción para pedir una orden que extienda el tiempo en que se pueden registrar en actas los documentos que requiere dicha sección.</p>
<b>15. Bankruptcy Fraud and Abuse</b>	Any questions or information relating to bankruptcy fraud or abuse should be addressed to the Fraud Complaint Coordinator, Office of the United States Trustee, 411 West Fourth Street, Suite 7160, Santa Ana, CA 92701.

For more information, see pages 1 and 2 >





**ADDITIONAL SERVICE INFORMATION (if needed):**

**1. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")**

Aaron E DE Leest on behalf of Trustee Jeffrey I Golden (TR)  
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Mark A Mellor on behalf of Interested Party Courtesy NEF mail@mellorlawfirm.com, mellormr79158@notify.bestcase.com

Valerie Smith on behalf of Interested Party Courtesy NEF claims@recoverycorp.com

United States Trustee (SA) ustprejon16.sa.ecf@usdoj.gov



JAMIE LYNN GALLIAN  
16222 MONTEREY LANE UNIT 376  
HUNTINGTON BEACH, CA 92649

United States Bankruptcy Court, Central  
District (Santa Ana) of California.

IN RE:

Jamie Lynn GALLIAN, Debtor.

Case No. 8:21-bk-11710-ES

Declaration of of Jamie Lynn  
Gallian in support of Granted all Huntington  
Beach Gables Liens be avoided

**Declaration of Jamie Lynn Gallian**

Debtor's prays her Motion be granted and the Huntington Beach Gables liens be avoided.

**Jurisdiction**

The Court has jurisdiction of this case pursuant to 28 U.S.C. § 157(a). Disputes regarding the avoidance of liens and impairment of claimed exemptions are core proceedings pursuant to 28 U.S.C. § 157(b)(2)(B) and (K).

**I, Jamie Lynn Gallian declare the following,,**

1. The Huntington Beach Gables Homeowners Association filed an "Abstract of Judgment" in the amount of \$3070.00, on November 19, 2018, with the Office of the Clerk Recorder, County for Orange County, State of California, Doc # 2018000435011 ("Abstract of Judgment-No. F").
2. The Huntington Beach Gables Homeowners Association filed an "Abstract of Judgment" in the amount of \$46,138.00, on December 14, 2018, with the Office of the Clerk Recorder, County for Orange County, State of California, Doc # 2018000467142 ("Abstract of Judgment-No. G").

3. The Huntington Beach Gables Homeowners Association filed an “Abstract of Judgment” in the amount of \$9265.00, on May 03, 2019, with the Office of the Clerk Recorder, County for Orange County, State of California, Doc # 2019000148568 (“Abstract of Judgment-No. H”).

4. The Huntington Beach Gables Homeowners Association filed an “Abstract of Judgment” in the amount of \$319,653.59, on May 16, 2019, with the Office of the Clerk Recorder, County for Orange County, State of California, Doc # 2019000165259 (“Abstract of Judgment-No. I”).

5. The Huntington Beach Gables Homeowners Association filed an “Abstract of Judgment” in the amount of \$319,653.59, on May 16, 2019, with the Office of the Clerk Recorder, County for Orange County, State of California, Doc # 2019000166068 (“Abstract of Judgment-No. J”).

7. On September 10, 2020, The Huntington Beach Gables Homeowners Association filed a **Release of Abstract of Judgment** Instrument No, 2019000166068 in the amount of \$319,653.59, on May 16, 2019.

Doc # 2020000481922 (Release Abstract of Judgment-No. K).

8. The Debtor filed a Chapter 7 Voluntary Petition on July 09, 2021, in the United States Bankruptcy Court for the Central District (Santa Ana) of California, Case No. 8:21-bk-11710-ES (the “Bankruptcy Case”).

9. At the time of the filing of the Debtor’s Chapter 7 Voluntary Petition, the Debtor resided in the home as her personal residence and held an interest in real property located at 16222 Monterey Lane, Unit 376, Huntington Beach, CA 92649 (the “Residence”).

10. The Debtor listed the Residence on her filed Schedule A/B, noting that the property was subject to a "\$175,000 UCC filing 1/14/2019, Initial Financing Statement File Number 197691916827. Jamie Lynn Gallian is the Lender under a Security Agreement and Promissory Note executed November 16, 2018, with J-Sandcastle Co LLC, Debtor's sole member, non filing entity.

11. Jamie Lynn Gallian is the Registered owner of the 2014 Skyline Custom Villa Manufactured Home, Decal No. LBM 1081, installed on Lot 376 of Unit 4 of Tract 10542 in July 2014, pursuant to Health & Safety Code §§18551, under an unexpired Ground Lease, [a short form memorandum recorded October 18, 1979, Instrument No, 32442 and 32443.]

Debtor claimed the Residence as fully exempt on her filed Schedule C.

12. The Debtor listed Huntington Beach Gables Homeowners Association as an unsecured, non-priority debt in the approx. combined amount of \$413,000.00 on her filed Schedule E/F.

13. The appointed Chapter 7 Panel Trustee, Jeffrey Golden filed a "Report of Asset Distribution" in the Bankruptcy Case on May 3, 2022, DOC 90, without Notice to Debtor.

14. The deadline to object to the exemptions claimed by the Debtor has not been set.

15. On May 12, 2022, DOC 92, in the Bankruptcy Case Houser Bros Co dba Rancho Del Rey Mobilehome Estates, an interested party, filed an objection to Debtor's Declared Homestead filed July 9, 2021, with the Office of the Clerk Recorder, County for Orange County, State of California, DOC 95



16. The Huntington Beach Gables Homeowners Association filed a joinder to the Houser Bros Co Motion on May 13, 2022.

10. Janine Jasso, Esq. filed a joinder to the Houser Bros Co Motion on May 16, 2022.

Trustee Jeffrey Golden, filed a joinder to the Houser Bros Co Motion on July 1, 2022.

11. The Court will hear the Motion on July 21, 2022.

12. The Houser Bros Co Motion states that J-Sandcastle Co, LLC ("J-Sandcastle Co LLC") was the registered title holder of the Residence on the date of the filing of the petition and therefore seeks judgment that the Homestead was effectively owned by J-Sandcastle Co, LLC, not the debtor.

20. J-Sandcastle Co LLC was administratively dissolved with the CA Secretary of State after a unanimous vote of all the Members on November 22, 2021.

21. The Debtor filed a *Motion to Avoid Lien (522(f))* in the Bankruptcy Case on July 8, 2022, for the purposes of avoiding the judgment lien(s) filed by The Huntington Beach Gables Homeowners Association.

22. On November 1, 2018, Debtor, a bona fide purchaser for value, purchased and obtained the Release of Unencumbered Interest, Certificate of Title from Registered Legal Owner, Ms. Lisa Ryan, of a 2014 Skyline Custom Villa Manufactured Home, Decal No. LBM 1081, located in TRACT 10542, Unit 4, Lot 376, on APN 178-011-16, adjacent to the mutli-family residential community Debtor sold her previous residence, Unit 53, 4476 Alderport Drive Huntington Beach, CA 92649, 937-63-053, on October 31, 2018. Debtor registered the manufactured home in the name of her sole member LLC on November 16, 2018 at Riverside, CA Housing and Community Development. HCD processed Application for Certificate of Title on January 19, 2019 and emailed Title Search to Debtor and Sacramento HCD mailed Original Certificate of Title to Debtor.

23. Debtor sold her previous residence unencumbered home on October 31, 2018, to a bona fide purchaser for value, recorded in the Official Records of the Clerk Recorder, County of Orange, Instrument No. 2018000395579, legally described as Project No. 937-30 TRACT 10542, Lot 1 & Lot 2. APN 178-771-03, a 1966 subdivision recorded in Parcel Map Book 108, page 47-48, approximately 58 acres was subdivided into Parcel 1 & 2. Located on Parcel 2, 16222 Monterey Lane, Lot 376, Huntington Beach, CA 92649. Debtor moved into the Residence in approximately November 2018 after purchasing the manufactured home with the proceeds pursuant to §§522(P)(2)(b), from the unencumbered sale of her previous home, Unit 53, on October 31, 2018, APN 937-63-053, recorded in the Official Records of the Clerk Recorder Document No. 2018000395579.

24 Both homes are subject to various governing document whether of record or not, under an eighty (80) year unexpired Ground Leasehold and Subcondominium Lease, recorded on October 22, 1979, Instrument No. 32242 and Instrument No 32243, and re-recorded on December 5, 1979, Document No. 8246 and Instrument No. 8247. The total number of lots 459.

25. The Huntington Beach Gables Homeowners Association received notice of Debtor's bankruptcy when it was filed on July 9, 2021.

Two  
26. ~~No~~ Proof of Claims have been filed.



27. Houser Bros Co dba Rancho Del Rey Mobilehome Estates has no ownership interest in the Ground Lease and additionally lacks standing to bring this Motion.

There are no Judgments against debtor in favor of Houser Bros Co. manager of the Park.

28. The Certificate of Title to the 2014 Skyline Manufactured Home registered through the CA Department of Housing and Community Development. ("HCD") to Jamie Lynn Gallian. Jamie Lynn Gallian has continuously lived in the residence.

29. Debtor seeks to avoid Huntington Beach Gables Homeowners Association judgment lien(s) pursuant to 11 U.S.C. § 522(f). The applicable portions of that statute provide that the debtor may avoid the fixing of a lien on an interest of the debtor in property to the extent that such lien impairs an exemption to which the debtor would have been entitled under subsection (b) of this section, if such lien is

(A) a judicial lien, other than a judicial lien that secures a debt potentially of a kind that is specified in section 523(a)(5).

30. Debtor has established that The Huntington Beach Gables Homeowners Associations' (5) judicial lien impairs an exemption she would be entitled to but for the lien(s).

31. Lien avoidance is part of the overall scheme under federal bankruptcy law to provide debtors with a fresh start by allowing a debtor to emerge from bankruptcy free

from certain liens that encumbered their exempt property. *See In re Richardson*, 224 B.R. 804, 808-09 (Bankr. N.D. Okla. 1998).

32. CA State law determines the type of property that is exempt; that is, the specific property it reserves to its residents “exempt from attachment or execution and ... forced sale for the payment of debts ...” including “[t]he home of such person, provided that such home is the principal residence of such person....”

Debtor held an interest in the Residence when she filed this Chapter 7 case. Debtor filed a Declared Homestead with the Orange County Clerk Recorder, the Official Records prior to filing her Chapter 7 petition. Debtor claimed the property exempt as her homestead on schedule C. 33. The Huntington Beach Gables Homeowners Association registered its judgment liens against Debtor in Orange County, California and filed the judgments in the land records to operate as a judicial lien against any real property residence. The Huntington Beach Gables Homeowners Associations’ 4-5 liens ~~did not~~ impair Debtor’s claim of exemption.

Debtor listed the value of her exemption as \$600,000.00, Debtor indicated that the sum of The Huntington Beach Gables Homeowners Association lien(s) of: \$ 3070.00; \$ 46,138.99; \$ 9265.00; and \$ 319,653.59, recorded twice on the same day, ORAP 3/21 exceed the value of debtors property.

34. The HOAs liens would exceed Debtor’s interest in the property and impair her exemption pursuant to the formula for calculating impairment in § 522(f)(2)(A).

Based on the fact that the existence of the HOAs (5) liens impair debtors right to the claimed exemption, Debtor has satisfied her burden to avoid The Huntington Beach Gables Homeowners Associations' lien(s).

Debtor moved into the Residence in November 2018, several years before she filed Chapter 7 bankruptcy on July 9, 2021.

The Huntington Beach Gables Homeowners Association had notice of Debtor's bankruptcy, that Debtor had listed ~~xxx~~ possible Lien interest in the Residence on Schedule A/B, and had claimed the Residence exempt as her homestead on Schedule C.

Debtor holds an interest in the Residence, noting that she did not believe that her claimed homestead exemption was an issue during the case, and that no challenge to Debtor's exemption pursuant to Fed. R. Bankr. P. 4003(b)(1) would arise.

The Huntington Beach Gables Homeowners Association believed that their ~~lien~~ <sup>unsecured secret ORAP in March 2021</sup> ~~lien~~ during a global pandemic ~~xxxxxx~~, could not be discharged in bankruptcy with the four abstract judgments listed.

There is no deadline identified in the Bankruptcy Code or Rules for filing a motion to avoid lien. See Fed. R. Bankr. P. 4003. As clearly stated in § 522(f)(1)(A) and in Fed. R. Bankr. P. 4003(b)(1), a judicial lien is avoidable if it impairs an exemption to which a debtor would be entitled, and a creditor may challenge a claim of exemption when debtor seeks to avoid its lien.



While Congress has allowed states to determine what property its residents may claim as exempt, “federal law exclusively governs the field of lien avoidance....” *Richardson*, 224 B.R. at 808. Courts considering motions to avoid liens or ownership interests are often called on to consider and apply state law within the framework of the Bankruptcy Code. The Court routinely encounters exemption claims under California law and is very familiar with the California exemptions for homestead and personal property.

Huntington Beach Gables Homeowners Association provided ~~no~~ a joinder and minimal evidence challenging the Debtor’s homestead exemption. Debtor claimed the exemption on Schedule C. Debtor has lived in the Residence since November 2018. Debtor has lived anywhere else or claimed any other property as her home from 2018 to the present. Debtor has always designated and occupied this property as her homestead. *See* 4 Collier on Bankruptcy P 522.10 (16th 2020). The only requirement for claiming a homestead exemption under the California exemption statute is that the home claimed be “the principal residence of such person.” Record title to the homestead is not required to claim a homestead exemption in the property.

Homestead is not an incidence of ownership. Nor does its presence or non-presence change ownership of the land. Nothing like it is known at common law. It is a special and peculiar interest in real property, the domicile of the family, which vests for the

benefit of the entire family although the title to the land may be entirely in a named leaseholder.

Debtors homestead interest is a creature of the Constitution and statutes. Homestead rights may attach to any possessory interest in real estate which constitutes the dwelling place of the family regardless of the nature or character of the title or of the estate therein. Naked possession without any title or interest whatsoever may, under some circumstances, be sufficient as against all the world except the true owners and those claiming under them.

California law is instructive regarding property interests that debtors may possess at filing which are included in the bankruptcy estate as defined in § 541 of the Bankruptcy Code. To avoid a lien, it must impair an interest a debtor has in an exempt asset.

Debtor has always had an interest in the Residence she purchased with the funds she sold her previous residence the day before; when she filed bankruptcy; the cited California law and cases affirm that a homestead right is an interest in real property. *See* California Const., Art. 12, §§ 1 & 2. As the U.S. Supreme Court defines it, property of the estate consists of “all the interests in property, legal and equitable, possessed by the debtor at the time of filing ...” *Owen v. Owen*, 500 U.S. 305, 308 (1991). This definition is extremely broad.

Schedule A/B requires debtors to list any ownership interest or legal or equitable interest in any residence, building, land or similar property. Debtor answered “Yes” on Schedule A/B to indicate and disclose that she owned a legal or equitable interest in the



Residence, with what she believed a \$235,000.00 value on the home with an unknown value in an unexpired 80 year leasehold in the ground describing it as a possible interest of unknown value.

Debtor has not changed her position in this case regarding an interest in the Residence. I disclosed all interests in Schedule A/B in addition to filing a Hoestead Declaration prior to filing the Chapter 7 petition.

Debtor listed Huntington Beach Gables Homeowners Association as a creditor and HOA acknowledges that it received notice of and monitored debtors case.

The purpose of bankruptcy is to give debtors a fresh start by shedding debts that they owed but cannot pay. Part of the fresh start includes lien avoidance on exempt assets. *See Richardson*, 224 B.R. at 808.<sup>2</sup>

Debtor respectfully requests this Honorable Court to find that debtor has met her burden of proof to prevail on her Motion to avoid Huntington Beach Gables Homeowners Associations' liens on her homestead.

I declare under the penalty of perjury by the Laws of the State of California, the following to be true and correct.

RESPECTFULLY,

  
JAMIE LYNN GALLIAN

December 22, 2022

Signed this 8th day of ~~July 2020~~ at Huntington Beach CA County of Orange.